

Town of Amherst



Department of Public Works Contract Documents and Technical Specifications

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer
Station

Bid # 07-22

“Multi-Road Construction – 2022”

Contract Documents
And
Technical Specifications

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- **(LNC)** *Layout Not Completed (released in early April prior to start of construction)*

Advertisement for Bids
*Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer
Station
Amherst, New Hampshire*

All Bids shall be received in a sealed envelope clearly identified with the Bidder's name and marked on the outside "Town of Amherst Bid # 07-22, *Multi-Road Construction - 2022*"; and be received at the Town Administrator's Office within the Amherst Town Offices, 2 Main Street, Amherst, New Hampshire on or before 11:00 AM on Tuesday, **March 15, 2022**. Shortly thereafter, Bids will be publicly opened and read aloud. Any Bid received shall be irrevocable for a period of thirty (30) calendar days. Following a review of the Bids by the Public Works Department, a recommendation will be made to the Board of Selectmen as to the award of contract on or about March 28, 2022.

In general, the Scope of Work to be performed under this Contract includes the reconstruction of Horace Greeley Road (12,652 LF) and Roberge Drive (1,763 LF), an asphalt overlay of Hubbard Rd. (2,106 LF), and an overlay of the Transfer Station parking lot (2,370 SY). The Town anticipates but does not guarantee a contract value to the contractor between \$1,000,000.00 and \$1,250,000.00.

Prospective Bidders are advised that a mandatory pre-bid meeting will be held at 9:30 AM on **Tuesday, March 8, 2022**, in the 2nd floor meeting room of Town Hall, situated at 2 Main Street, Amherst, New Hampshire. A walk-through of each roadway segment to be reconstructed under this Contract may follow.

The Town of Amherst recognizes the Scope of Work to be performed under this Contract is extensive and portions of it are time sensitive. As part of the bidding selection process, the town may require (from the top three selections) a summary of work obligations and equipment resources to assure substantial completion and completion of work dates can realistically be met.

- Construction funding is available, and a start date is assumed to be available on or about July 1, 2022.
- Substantial Completion of all roads listed above, shall be achieved not later than June 3, 2023;
and
- Final Completion of all Contract Work shall be achieved not later than June 30, 2023.

Failure on the part of the Contractor to comply with any of these critical dates shall result in the assessment of Liquidated Damages in the amount of \$ 500.00 for each calendar day of delay.

As specified in the Contract Documents and Technical Specifications for this project:

1. Each Bid shall be accompanied by a Bid Security in the amount of 10% of the Total Base Bid Price.
2. The successful Bidder shall: deliver executed Performance & Payment Bonds; deliver required insurance certificates; and execute the Contract Agreement within ten days of receipt of Notice of Award.
3. A complete set of the Contract Documents shall be used in preparing Bids; neither the Town of Amherst nor its supporting engineers assumes any responsibility for errors or misinterpretation from the use of the Contract Documents.

The Town of Amherst and its supporting engineers, in making copies of the Contract Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work. Copies of the Contract Documents may be examined at the following locations on or after **February 16, 2022.**

Amherst Town Offices
2 Main Street
Amherst, NH 03031
www.amherstnh.gov

Dodge Data & Analytics
34 Crosby Drive, Suite 202
Bedford, MA 01730

Construction Summary of NH
734 Chestnut Street
Manchester, NH 03104

Associated General Contractors of NH
48 Grandview Road
Bow, NH 03304

NH Municipal Association
<https://www.nhmunicipal.org/classified>

Commencing on February 16, 2022, copies of the Contract Documents may be obtained from the Town of Amherst in person at Amherst Public Works Department, 22 Dodge Road, Monday through Friday, between the hours of 8AM and 3PM. A non-refundable deposit of fifty dollars (\$50.00) will be required for each copy of the Contract Documents requested. No Contract Documents will be mailed, faxed, or emailed.

The Town of Amherst intends to award the Work to the Contractor who is the most reasonable and responsible low Bidder; however, the Town reserves the right to accept or reject any or all Bids, to waive any informalities related to those Bids received, and/or modify the Scope of Work if it deems one or more of those actions to be the best interest of the Town of Amherst.

All Contractors must be listed on the NHDOT 'Prequalified Contractor's List' with a classification of road construction to be considered.

Bidders choosing not to bid are requested to complete and return the "No Bid" form. Failure to respond to bid invitations may result in your firm being removed from our bidder list.

No Bid Form

Bid: 07-22

Description: Multi Road Construction – 2022

Proposal Due Date/Time: Tuesday, March 15, 2022 at 11:00am

Submit to: Town Administrators Office – 2 Main Street, Amherst, NH 03031

Bidders choosing not to bid are requested to complete and return only this page.

Please check all boxes that apply:

- ☐ We do not provide the requested services/products
- ☐ Bid Specifications provided (please clarify: e.g., too restrictive, unclear, etc.)
-
- ☐ Insufficient time to prepare response proposal
- ☐ Bid requirement too large for our company
- ☐ Bid requirement too small for our company
- ☐ Priority of other business opportunities limit time/resources available to deliver project as specified
- ☐ We are unable to bid at this time because:
- _____
- _____
- _____
- ☐ Past experiences with the Town of Amherst (please provide detail)
- _____
- _____
- _____
- ☐ Please remove our firm from your vendor list
- ☐ Please add our company for the following products/services_____
- _____
- _____

Company Name: _____

Address: _____

Phone/Email: _____

Signature: _____

NOTE: FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR BIDDER LIST

Instructions to Bidders

1. **FORM OF BID.** All Bids must be presented on the Bid Schedule provided within the Contract Documents. All blank spaces on the Bid Schedule for Bid prices must be filled in, in ink or typewritten, and the Bid Schedule shall be properly executed when submitted. Only one (1) copy of the executed Bid Schedule shall be submitted.

Complete sets of Contract Documents shall be used in preparing Bids; neither the Town of Amherst and its supporting engineers assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Failure of Bidder to obtain authorized contract documents from the Town of Amherst may be cause for rejection of a bid.

2. **BID SUBMITTAL PROCESS.** All Bids shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked on the outside "Town of Amherst Bid # 07-22, *Multi-Road Construction - 2022*"; and be received at the Town Administrator's Office within the Amherst Town Offices, 2 Main Street, Amherst, New Hampshire on or before 11:00 AM on Tuesday, **March 15, 2022.**

Shortly thereafter, Bids will be publicly opened and read aloud. Any Bid received shall be irrevocable for a period of thirty (30) calendar days. Following a review of the Bids by the Public Works Department, a recommendation will be made to the Board of Selectmen as to the award of Contract on or about March 28, 2022.

3. **ACCURACY OF BID SUBMITTAL.** All Bidders must satisfy themselves as to the accuracy of estimated quantities of work identified on the Bid Schedule by examination of the Work and a review of the Contract Documents including addenda, if any. After a Bid has been submitted, the Bidder shall not assert a misunderstanding concerning the quantity or nature of the Work to be performed.
4. **PRIOR TO SUBMITTING.** Before submitting a Bid, each Bidder will, at his/her own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her Bid for performance of the Work in accordance with the Contract Documents.

On request, the Town of Amherst will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary prior to submission of his/her Bid.

The Submission of a Bid is an acknowledgment from the Bidder that he/she has complied with every requirement and that the Contract Documents are sufficient in scope and detail for the performance of the Work.

5. **BID SECURITY.** Each Bid must be accompanied by a Bid Bond payable to the Town of Amherst equal to **ten percent** of the Total Base Bid Price. As soon as Bid prices have been compared, the Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released. The Bid Bond of the successful Bidder will be retained until the Town of Amherst

awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. A certified check may be used in lieu of a Bid Bond.

6. BONDING REQUIREMENTS. Pursuant to RSA 447:16, Performance and Payment Bonds, in a form acceptable to the Town of Amherst, in the amount of 100 percent of the Contract Price with a corporate surety approved by the Town of Amherst, will be required for faithful performance of the Contract. Attorneys- in-fact who sign Bid, Payment and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.
7. EXECUTION OF AGREEMENT. The party to whom the Contract is awarded will be required to execute the Agreement and provide Performance and Payment Bonds, as well as proof of insurance coverage within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Town of Amherst may at its option, consider the Bidder to be in default, in which case the Bid Bond accompanying the proposal shall become the property of the Town of Amherst.
8. COLLUSION. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this Bid.
9. ADVERTISING. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
10. INTERPRETATIONS AND ADDENDA. All questions during the bidding period about the meaning or intent of the Contract Documents shall be submitted to the Amherst Director of Public Works in writing. Questions which, in the Director's opinion require interpretation or any change to the provisions or specifications of the Contract Documents shall be made by written Addendum issued no later than two (2) working days prior to the Bid opening date to all parties recorded by the Director as having received the Contract Documents. Prospective Bidders shall have complete responsibility for being aware of any and all Addenda.

Questions received less than three (3) days prior to the date for opening of Bids will not be answered. Only questions answered by formal Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

11. COMPLIANCE. The Bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the Contract the same as though written out herein in full, and the Contractor shall indemnify the Town of Amherst and its representatives against any claim or liability arising from or based on any such Law, Ordinance, Rules and Regulation by themselves or by their employees. The successful Bidder shall notify the Public Works Director immediately and in writing if these Contract Documents are believed to be at variance with applicable Laws, Ordinances, Rules or Regulations.

12. BIDDERS ABILITY TO PERFORM WORK. The Town of Amherst may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the Work; and the Bidder shall furnish the Town all such information for this purpose that the Town may reasonably request. The Town reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and to satisfactorily complete the Work contemplated. All contractors must be listed on the NHDOT 'Prequalified Contractor's List' with a classification of road construction.
13. PERMITS AND LICENSING. The Contractor shall secure and pay for all permits and licenses for completion of the Work, if any, in accordance with the Contract Documents.
14. DAMAGE TO PROPERTY. The Contractor shall be responsible for all damage to property (such as mailboxes, trees, stone walls, boundary markers, or dwellings) or injury to persons arising out of their actions or failure to act. The Contractor shall indemnify and hold harmless the Town of Amherst and its representatives from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this Contract.
15. LABOR LAWS. The Bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to RSA 275, as amended, "Hours of Labor"; and RSA 279, as amended, "Minimum Wage Law".
16. INSURANCE REQUIREMENTS. The Bidder shall furnish and maintain at their own expense insurance against damages arising from injury to their employees in accordance with RSA 281, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be provided upon execution of the Agreement
 - A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall obtain and maintain during the life of this Contract statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in Work to be performed under this Contract and, in case any such Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all Work of the latter's employees to be engaged in such Work.
 - B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall obtain and maintain during the life of this Contract such Bodily Injury Liability, Property Damage Liability and Automobile Bodily Injury Liability Insurance as shall protect them and any subcontractors performing Work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for

property damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:

- (1) Commercial General Aggregate Liability and Products - Completed Operations Aggregate Insurance, in an amount not less than Two Million Dollars (\$2,000,000). For each Occurrence Injury, including wrongful death to any one person and subject to the same limits for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
- (2) Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000) for damages on account of one accident or all accidents.
- (3) New Hampshire's statutory employers Workers Compensation covering; Each Accident/Disease-Policy Limit/Disease-Each Employee
\$100,000/\$500,000/\$100,000

C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst and Town's Engineer (if applicable) as co-insured on all policies required, except Worker's Compensation.

D. All policies and certificates of insurance shall carry not less than a ten (10) day notice of cancellation or change in expiration; and notice of such cancellation or change in expiration shall be forwarded to the Director of Public Works by the Contractors insurance carrier(s).

17. CONTRACT EXECUTION. The successful bidder shall execute and deliver the Agreement within ten (10) calendar days of "Notice of Award" to the Town of Amherst.
18. FAILURE OR REFUSAL TO EXECUTE. The successful bidder, upon their failure or refusal to execute and deliver the Agreement and/or required Bonds and insurance certificates, within ten (10) calendar days of receipt of Notice of Award, shall forfeit to the Town of Amherst, as liquidated damages for such failure or refusal, its Bid Security.
19. GUARANTEE OF WORK. The Bidder will guarantee all workmanship and materials, including all workmanship and materials of subcontractors for a period of one (1) year from the date of acceptance of the Work by the Town and agree to leave the Work in perfect order upon completion. With the exception of roadside ditching, the town will hold 10% retainage of each submitted bill. At final completion inspection, this retainage shall be reduced to 2% for the twelve-month warantee period. Neither the final Certificate of Payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for negligence, faulty materials, or improper workmanship to the extent and for that period of time provided under applicable law. Upon receipt of written notice from the Town of Amherst to do so, the Contractor shall remedy any defects and pay all expenses related to any damage suffered by the Work resulting therefrom. It is to be understood that this guarantee shall not include any cause or causes other than defective Work or materials, which may be beyond the control of the Contractor.

20. COMPONENTS OF THE DOCUMENT. The Bidding Documents shall include but not be limited to, these Contract Documents and Technical Specifications as well as any Addenda which may be issued prior to receipt of Bids.
21. EXECUTION OF WORK. The intent of these Contract Documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work in accordance with the accompanying specifications and drawings and the terms and conditions of payment therefore without benefit of a fuel adjustment. Further, the Bidder hereby agrees that his/her unit price for asphalt is subject to an Asphalt Cement Adjustment, as defined herein.
- The Bidder hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed and to achieve both Substantial and Final Completion within those time frames specified in these Contract Documents. The Bidder further recognizes that failure to comply with those time requirements shall result in the assessment of Liquidated Damages in the amount of \$500.00 for each calendar day of delay. Extensions of contract time awarded by the Town of Amherst as described in section 25, *Instructions to Bidders*, shall not be considered when calculating calendar day(s) of delay.
22. CONTRACT DOCUMENT PACKAGE. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
23. CONTRACT PAYMENTS. (See “*General Conditions*”, *Articles 16 & 17.*)
24. CHANGES TO BID DOCUMENTS. After execution of the Contract, there shall be no changes in the Contract Documents except by written amendment executed in the same manner as the Contract or by Change Order as described below:

24.1.1. CHANGE ORDERS:

- A. The Town of Amherst, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be executed under the applicable conditions of the Contract Documents.
- B. A Change Order is a written order to the Contractor signed by authorized representatives of the Town and the Contractor, after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or Contract Time.
- C. The terms of any Change Order shall be mutually agreed to by the Town and the Contractor.
25. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor satisfactorily complete all Work required under the Agreement within the period of time stated in the Agreement. If the Contractor finds it impossible for reasons beyond its control to complete the Work within the Contract Time, it shall make a written request to the Public Works Director for an extension of time setting forth the reasons why it believes an adjustment in contract time is warranted. The Contractor’s plea that insufficient time was specified

is not a valid reason for extension of time. If the Director of Public Works, finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and Work requiring specialists for whose starting time a reasonable latitude must be allowed, the Director may extend the time for completion in such amount as conditions justify. When extension of the Contract Time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.

26. **ASSIGNMENT.** The Contractor shall not assign, sublet, or transfer its interests in this Agreement without written consent of the Town of Amherst.

27. **IRREGULAR PROPOSALS.** Proposal will be considered irregular and may be rejected as non-responsive for any of the following reasons:

- 27.1.1. The Bid is presented on a Bid Schedule (or format if computer generated) other than that provided or approved by the Town of Amherst, or if the Bid Schedule is altered, or any part thereof is detached or incomplete;
- 27.1.2. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind that tend to make the Bid incomplete;
- 27.1.3. The Bidder adds a provision reserving the right to accept or reject an award;
- 27.1.4. The Bid does not submit a unit price for each pay item listed;
- 27.1.5. Any of the Unit Bid Prices are significantly unbalanced to the potential detriment of the Town of Amherst;
- 27.1.6. Takes exception to any provision of the Bidding Documents;
- 27.1.7. The Bid is not properly executed; and/or
- 27.1.8. The bid is not typed or completed in ink.

28. **BASIS OF BID.**

28.1. Unit Price.

28.1.1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

28.1.2. The “Total Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantities” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.

28.1.3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

29. REVIEW OF BIDS AND AWARD OF CONTRACT. In determining the successful bidder, in addition to the total contract price (summation of all base bids), the Town of Amherst shall consider the following:

- 29.1. The ability and skill of the Bidder to perform Work required under the Contract;
- 29.2. Whether the Bidder can perform the Work promptly without delay or interference;
- 29.3. The quality of performance of previous contracts for services.

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SUMMARY OF WORK

This Work consists of reconstructing two roads, asphalt leveling course & overlay on one road, and overlay of the Transfer Station parking lot.

The work generally involves the reconstruction of approximately 12,652 LF of Horace Greeley Rd., 1,763 LF of Roberge Dr., 2,106 LF of asphalt overlay on Hubbard Rd., and paving of the transfer station parking lot (approximately 2,370 SQ YDS). Individual parts of this Work may be more specifically described as follows:

Part A - Road Reconstruction

This Work includes (but is not limited to): preparatory survey work; removal of stumps and other obstructions; excavation; furnishing and installing base course materials; furnishing and installing hot bituminous pavement; reclaimed stabilized base - processed in place; furnishing and installing storm drains, culverts, and underdrain piping; furnishing and installing guardrail; furnishing and installing bituminous or granite curbing; maintenance of traffic; erosion control measures; installation of loam and seed; installation of shoulder gravel; installation of pavement markings; and miscellaneous work and clean up. The full extent of the Work is more specifically shown and described in the bid schedule.

Note: At the contractor's option, reclaimed road material meeting the gradation requirements of 304.32, may be used in place of 304.32 shoulder gravel. If the reclaimed material does meet 304.32 gradation requirements, the town has the option to waive this requirement.

Part B - Asphalt Overlay/ Parking Lot Paving

The Work covered by this section includes but is not limited to installing a ½" leveling course, and/or 1.5" top-coat on an existing asphalt base. The existing paved surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material by the use of power brooms, power blowers, power vacuums, or other means prior to paving. Asphalt emulsion shall be applied to properly bond the new layer of asphalt to the existing layer.

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BID SCHEDULE

Proposal of _____ (herein after called "BIDDER"), organized and existing under the laws of the state of New Hampshire doing business as

* Inset "a corporation," "a partnership," "a joint venture" or "an individual" as applicable

To the Town of Amherst (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Part A Work for Horace Greeley Road and Roberge Drive, Part B Work for Hubbard Rd. and Transfer Station parking lot for "Town of Amherst Bid # 07-22, *Multi-Road Construction – 2022*" in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is particularly interested in this proposal or in the Contract for the Work which he/she proposes to do, that he/she has carefully examined the Contract Documents and Technical Specifications and has informed him/herself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Contract Documents and Technical Specifications issued by the Town of Amherst – Department of Public Works for the sum specified herein, subject to additions and deductions according to said Contract Documents and Technical Specifications, and in all respects according to the terms thereof. Additionally, the BIDDER agrees to furnish all the labor, equipment and materials required for carrying out the work specified herein without the benefit of a Fuel Adjustment, but with benefit of an Asphalt Cement Adjustment to the extent provided for under the Contract Documents.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed. BIDDER agrees both Substantial and Final Completion of the Work shall be achieved on or before those dates specified in the Contract Documents. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within ten (10) days from such date as Notice of the Award shall be given to him/her or mailed to him/her at the address hereinafter given, that he/she will sign three (3) copies of the Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

The BIDDER acknowledges receipt of the following addenda:

- No. _____, dated _____, 20____
- No. _____, dated _____, 20____
- No. _____, dated _____, 20____
- No. _____, dated _____, 20____
- No. _____, dated _____, 20____
- No. _____, dated _____, 20____
- No. _____, dated _____, 20____
- No. _____, dated _____, 20____

SCHEDULE OF PRICES: This proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

Part- 1 A, Horace Greeley Rd. – 12,652 linear feet or 33,739 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description & Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	44 Hours	Tree Trimming _____		
		_____ per Hour	\$ _____	\$ _____
201.4	10 EA	Removing Stumps _____		
		_____ per Each	\$ _____	\$ _____
202.41	450 LF	Removal of Existing Pipe 0-24" Diameter _____		
		_____ per Linear Foot	\$ _____	\$ _____
202.5	2 EA	Removal of Catch Basins, Drop Inlets, and Manholes <i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i> _____		
		_____ per Each	\$ _____	\$ _____
203.1	100 CY	Common Excavation _____		
		_____ per Cubic Yard	\$ _____	\$ _____
203.2	5 CY	Rock Excavation (Trench) (Hammer) _____		
		_____ per Cubic Yard	\$ _____	\$ _____
203.601	25 CY	Embankment in Place _____		
		_____ per Cubic Yard	\$ _____	\$ _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Bid Schedule

Horace Greeley Road, cont.

203.9	10 Days	Roadway Ditching			
			per Day	\$	\$
214	1 U	Fine Grading			
			per Unit	\$	\$
304.301	50 CY	Crushed Gravel			
			per Cubic Yard	\$	\$
304.32	1,750 TON	Crushed Gravel for Shoulder Leveling			
			per Ton	\$	\$
304.401	50 CY	Crushed Stone (Fine Gradation)			
			per Cubic Yard	\$	\$
306.110	33,750 SY	Reclaimed Stabilized Base Processed in Place, 10" Deep (F)			
			per Square Yard	\$	\$
403.11023	4,750 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course)			
			per Ton	\$	\$
403.11043	2,850 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)			
			per Ton	\$	\$

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Bid Schedule

Horace Greeley Road, cont.

403.12	100 TON	HBP-Hand Method		
		_____ per Ton	\$ _____	\$ _____
403.16	12,652 LF	Pavement Joint Adhesive		
		_____ per Linear Foot	\$ _____	\$ _____
417	175 SY	COLD PLANING BITUMINOUS SURFACES		
		_____ per SY	\$ _____	\$ _____
417.1181	500 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____ per LF	\$ _____	\$ _____
570.412	1 EA	MRM Headwall 12" pipe		
		_____ per Each	\$ _____	\$ _____
570.415	1 EA	MRM Headwall 15" pipe		
		_____ per Each	\$ _____	\$ _____
585.3	10 CY	Stone Fill, Class C		
		_____ per Cubic Yard	\$ _____	\$ _____
603.82212	200 LF	12" PE PIPE (Type S)		
		_____ per Linear Foot	\$ _____	\$ _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Bid Schedule

Horace Greeley Road, cont.

603.82215	80 LF	15" PE PIPE (Type S)		
		per Linear Foot	\$	\$
603.82218	40 LF	18" PE PIPE (Type S)		
		per Linear Foot	\$	\$
603.82224	60 LF	24" PE PIPE (Type S)		
		per Linear Foot	\$	\$
604.0007	2 EA	Polyethylene Liner (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		per Each	\$	\$
604.124	2 U	Catch Basin Type B, 4-Foot Diameter (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		per Unit	\$	\$
604.154	2 U	Catch Basin Type E, 4-Foot Diameter		
		per Unit	\$	\$
604.324	2 U	Drainage Manholes, 4-Foot Diameter (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		per Unit	\$	\$
604.4	2 U	Reconstructing/Adjusting Catch Basin and Drop Inlet (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		per Unit	\$	\$

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Bid Schedule

Horace Greeley Road, cont.

605.506	20 LF	6" Perf. Corr. Polyethylene Pipe Underdrain (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		per Linear Foot	\$ _____	\$ _____
608.4	75 SF	Reset Brick and Stone Pavers		
		per Square Foot	\$ _____	\$ _____
609.811	100 LF	Bituminous Curb, Type B (4" Reveal) (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		per Linear Foot	\$ _____	\$ _____
618.7	480 Hours	Flaggers		
		per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic		
		per Unit	\$ _____	\$ _____
628.2	100 LF	Sawed Bituminous Pavement		
		per Linear Foot	\$ _____	\$ _____
632.0104	12,652 LF	Reflective Paint Pave. Double yellow 4" Centerline		
		per Linear Foot	\$ _____	\$ _____
632.0104	275 LF	Reflective Paint Pave. Single White 4" Fog line		
		per Linear Foot	\$ _____	\$ _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
 Amherst, New Hampshire 03031
 Bid Schedule

Horace Greeley Road, cont.

632.0112	30 LF	Retroreflective Paint Pave. Marking, 12" Line		
		_____ per Linear Foot	\$ _____	\$ _____
645.531	200 LF	Silt Fence		
		_____ per Linear Foot	\$ _____	\$ _____
646.51	34,000 SY	Turf Establishment with Mulch, Tackifiers and 4" Loam		
		_____ per Square Yard	\$ _____	\$ _____
670.066	10 EA	Mailbox Support Assemblies		
		_____ per Each	\$ _____	\$ _____
670.0661	1 EA	Multiple Mailbox Support Assemblies (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		_____ per Each	\$ _____	\$ _____
692.	1 U	Mobilization		
		_____ per Unit	\$ _____	\$ _____
699	\$10,000	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL		
		_____ per Allowance	\$ __ 1.00 _____	\$ __ 10,000 ____
1010.2	\$10,000	Asphalt Cement Adjustment		
		____ Ten Thousand Dollars and Zero Cents _____		
		_____ per Allowance	\$ __ 1.00 _____	\$ __ 10,000 ____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
 Amherst, New Hampshire 03031
 Bid Schedule
 Horace Greeley Road, cont.

TOTAL BASE BID PART-1-A:

(in numerals) \$ _____

(in words) _____

Part – 2-A, Roberge Dr. – 1,763 linear feet or 4,701 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description & Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	11 HR	Tree Trimming _____ _____		
		_____ per Hour	\$ _____	\$ _____
201.4	5 EA	Removing Stumps _____ _____		
		_____ per Each	\$ _____	\$ _____
202.41	40 LF	Removal of Existing Pipe 0-24" Diameter (Quantity is for bidding purposes only. This item is not identified on the Contract Plans) _____ _____		
		_____ per Linear Foot	\$ _____	\$ _____
203.1	50 CY	Common Excavation _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____
203.2	5 CY	Rock Excavation (Trench) (Hammer) (Quantity is for bidding purposes only. This item is not identified on the Contract Plans) _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____
203.601	25 CY	Embankment in Place _____ _____		
		_____ per Cubic Yard	\$ _____	\$ _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Bid Schedule
Roberge Dr., cont.

203.9	3 Days	Roadway Ditching			
			per Day	\$	\$
214	1 U	Fine Grading			
			per Unit	\$	\$
304.301	50 CY	Crushed Gravel			
			per Cubic Yard	\$	\$
304.32	330 TON	Crushed Gravel for Shoulder Leveling			
			per Ton	\$	\$
304.401	200 CY	Crushed Stone (Fine Gradation)			
			per Cubic Yard	\$	\$
306.108	4,315 SY	Reclaimed Stabilized Base Processed in Place, 8" Deep (F)			
			per Square Yard	\$	\$
403.11023	610 TON	Hot Bituminous Pavement, Machine Method (2.5" binder course)			
			per Ton	\$	\$
403.11043	365 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)			
			per Ton	\$	\$

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
 Amherst, New Hampshire 03031
 Bid Schedule
 Roberge Dr., cont.

403.12	30 TON	HBP-Hand Method		
		_____ per Ton	\$ _____	\$ _____
403.16	1,763 LF	Pavement Joint Adhesive		
		_____ per Linear Foot	\$ _____	\$ _____
410.22	285 GAL	Asphalt Emulsion for Tack Coat		
		_____ per Gallon	\$ _____	\$ _____
417	15 SY	COLD PLANING BITUMINOUS SURFACES		
		_____ per SY	\$ _____	\$ _____
417.1181	150 LF	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP		
		_____ per LF	\$ _____	\$ _____
570.412	1 EA	MRM Headwall 12" pipe (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		_____ per Each	\$ _____	\$ _____
570.415	1 EA	MRM Headwall 15" pipe (Quantity is for bidding purposes only. This item is not identified on the Contract Plans)		
		_____ per Each	\$ _____	\$ _____
585.3	10 CY	Stone Fill, Class C		
		_____ per Cubic Yard	\$ _____	\$ _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Bid Schedule
Roberge Dr., cont.

603.82212	640 LF	12" PE PIPE (Type S)		

		_____ per Linear Foot	\$ _____	\$ _____
603.82215	40 LF	15" PE PIPE (Type S)		
		<i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		

		_____ per Linear Foot	\$ _____	\$ _____
604.0007	4 EA	Polyethylene Liner		

		_____ per Each	\$ _____	\$ _____
604.124	4 U	Catch Basin Type B, 4-Foot Diameter		

		_____ per Unit	\$ _____	\$ _____
604.154	1 U	Catch Basin Type E, 4-Foot Diameter		
		<i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		

		_____ per Unit	\$ _____	\$ _____
604.324	1 U	Drainage Manholes, 4-Foot Diameter		
		<i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		

		_____ per Unit	\$ _____	\$ _____
604.4	1 U	Reconstructing/Adjusting Catch Basin and Drop Inlet		

		_____ per Unit	\$ _____	\$ _____
605.506	40 LF	6" Perf. Corr. Polyethylene Pipe Underdrain		
		<i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		

		_____ per Linear Foot	\$ _____	\$ _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
 Amherst, New Hampshire 03031
 Bid Schedule
 Roberge Dr., cont.

609.811	550 LF	Bituminous Curb, Type B (4" Reveal)		
		_____ per Linear Foot	\$ _____	\$ _____
618.7	160 HR	Flaggers		
		_____ per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic		
		_____ per Unit	\$ _____	\$ _____
628.2	100 LF	Sawed Bituminous Pavement		
		_____ per Linear Foot	\$ _____	\$ _____
632.0112	12 LF	Retroreflective Paint Pave. Marking, 12" Line		
		_____ per Linear Foot	\$ _____	\$ _____
645.531	25 LF	Silt Fence		
		_____ per Linear Foot	\$ _____	\$ _____
646.51	4,706 SY	Turf Establishment with Mulch Tackifiers and 4" Loam		
		_____ per Square Yard	\$ _____	\$ _____
670.066	5 EA	Mailbox Support Assemblies		
		_____ per Each	\$ _____	\$ _____

Roberge Dr., cont.

TOTAL BASE BID PART-2-A:

(in words) _____

Part- 1-B, Hubbard Rd. – 2,063 linear feet or 5,730 Sq. Yds.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description & Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
201.52	5 Hours	Tree Trimming _____		

		_____ per Hour	\$ _____	\$ _____
304.32	50 TON	Crushed Gravel for Shoulder Leveling _____		

		_____ per Ton	\$ _____	\$ _____
403.11043	500 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course) _____		

		_____ per Ton	\$ _____	\$ _____
403.12	10 TON	HBP-Hand Method _____		

		_____ per Ton	\$ _____	\$ _____
403.16	2,063 LF	Pavement Joint Adhesive _____		

		_____ per Linear Foot	\$ _____	\$ _____
403.18	80 TON	HBP-LEVELING COURSE _____		

		_____ per Ton	\$ _____	\$ _____
410.22	345 GAL	Asphalt Emulsion for Tack Coat _____		

		_____ per Gallon	\$ _____	\$ _____
417	25 SY	COLD PLANING BITUMINOUS SURFACES _____		

		_____ per SY	\$ _____	\$ _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
 Amherst, New Hampshire 03031
 Bid Schedule
 Hubbard Rd., cont.

604.0007	5 EA	Polyethylene Liner		

		_____ per Each	\$ _____	\$ _____
604.4	1 U	Reconstructing/Adjusting Catch Basin and Drop Inlet		

		_____ per Unit	\$ _____	\$ _____
618.7	48 HR	Flaggers		

		_____ per Hour	\$ _____	\$ _____
619.1	1 U	Maintenance of Traffic		

		_____ per Unit	\$ _____	\$ _____
628.2	50 LF	Sawed Bituminous Pavement		

		_____ per Linear Foot	\$ _____	\$ _____
632.0112	15 LF	Retro-reflective Paint Pave. Marking, 12" Line		

		_____ per Linear Foot	\$ _____	\$ _____
670.066	1 EA	Mailbox Support Assemblies		
		<i>(Quantity is for bidding purposes only. This item is not identified on the Contract Plans)</i>		

		_____ per Each	\$ _____	\$ _____
1010.2	\$500	Asphalt Cement Adjustment		
		___ Five Hundred Dollars and Zero Cents _____		

		_____ per Allowance	\$ __ 1.00 _____	\$ __ 500 _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Bid Schedule
Hubbard Rd., cont.

TOTAL BASE BID PART-1-B:

(in numerals) \$ _____

(in words) _____

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
 Amherst, New Hampshire 03031
 Bid Schedule

Part 2-B Transfer Station parking lot – 2,370 SQ. YDS.

<u>Item #</u>	<u>Est. Quantities</u>	<u>Description & Unit Price in words</u>	<u>Unit price</u>	<u>Total Price</u>
403.11043	200 TON	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" wearing course)		

		_____ per Ton	\$ _____	\$ _____
410.22	145 GAL	Asphalt Emulsion for Tack Coat		

		_____ per Gal	\$ _____	\$ _____
632.0104	1,000 LF	Reflective Paint Pave. Single White 4" Fog line		

		_____ per Linear Foot	\$ _____	\$ _____
632.0112	30 LF	Retro-reflective Paint Pave. Marking, 12" Line		

		_____ per Linear Foot	\$ _____	\$ _____
1010.2	\$500	Asphalt Cement Adjustment		
		_____ Five Hundred Dollars and Zero Cents _____		

		_____ per Allowance	\$ <u>1.00</u> _____	\$ <u>500</u> _____

TOTAL BASE BID PART 2-B:

(in numerals) \$

(in words)

SUMMARY OF BID:

PART -1-A	\$ _____
PART -2-A	\$ _____
PART -1-B	\$ _____
PART -2-B	\$ _____

TOTAL BASE BID PRICE- “A” & “B” Portions \$ _____

TOTAL BASE BID PRICE – ALL “A” & “B” PARTS WRITTEN

The award of this project will be selected on the basis of most reasonable and responsible BIDDER, based on the LOWEST REASONABLE TOTAL BASE BID PRICE for all Parts.

BID CONDITIONS

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the Bidding.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal contract Agreement and deliver the Agreement and those Performance and Payment Bonds required under the Contract Documents to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds within ten (10) days from the date of Notice of Award, the OWNER may determine that the undersigned BIDDER to have abandoned both the Agreement and its Bid Security.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

EXECUTION

Seal (if corporation)

(Signature of BIDDER)

(Title of BIDDER)

(Business address of BIDDER)

(Town, State and Zip Code)

Dated the ____ day of _____, 2022

Bid Security

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and

_____, as Surety are hereby

held and firmly bound unto the Town of Amherst, New Hampshire, as OWNER in the penal
sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____

The Condition of the above obligation is such that whereas the Principal has submitted to the
Town of Amherst New Hampshire a certain BID, attached hereto and hereby made as part hereof
to enter into an Agreement in writing, for Work related to Contract #07-22, "**Town of Amherst
Bid # 07-22, Multi-Road Construction – 2022**"
Now Therefore:

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the principal shall execute and deliver an agreement in the form of Agreement attached hereto and shall furnish Performance and Payment Bonds for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform under the Agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which

the Town of Amherst may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

By: _____

Surety

By: _____

IMPORTANT – Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire

Notice of Award

Dated _____, 2022

TO: _____
(BIDDER)

ADDRESS _____

PROJECT: **“Town of Amherst Bid # 07-22, Multi-Road Construction – 2022”**

:

CONTRACT: _____ # 07-22

You are hereby notified that your Bid dated _____ for the above Project has been accepted by the Town of Amherst. You are the successful Bidder and have been awarded a contract for:

“Town of Amherst Bid # 07-22, Multi-Road Construction – 2022”.

#07-22

The Contract Price shall be _____
_____ Dollars (\$ _____)
subject to unit prices.

One copy of each of the proposed Contract Documents accompanies this Notice of Award. The same number of sets of Contract Documents will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of issuance of this Notice of Award.

1. You must deliver to the Town of Amherst three (3) fully executed counterparts of the Agreement including all Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Contract Documents.

3. Delivery of Certificates of Insurance required under the Contract Documents.

4. (List other conditions precedent, if any)

Failure to comply with these conditions within the time specified will entitle the Town of Amherst to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable Performance and Payment Bonds and Agreement signed by the party to whom the Agreement was awarded, the Town of Amherst will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Amherst

(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____, 2022

By _____

Title _____

AGREEMENT

This Agreement is entered into this _____ day of _____, 2022

between the _____ Town of Amherst hereinafter called "OWNER" and
_____, doing business as an Individual,
Partnership or Corporation hereinafter called "CONTRACTOR"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the Work for:

"Town of Amherst Bid # 07-22, *Multi-Road Construction – 2022*".

-
2. The Contractor shall supply labor, materials, tools, and equipment along with other necessary services for the construction and completion of the project described herein.
3. While it is the town's intention to see all roads completed by late November 2022, Substantial Completion of all remaining Work shall be achieved not later than June 3, 2023.
4. Final Completion of all Contract Work shall be achieved not later than June 30, 2023.
5. Failure on the part of the Contractor to comply with any of the foregoing critical dates shall result in the assessment of Liquidated Damages in the amount of \$500.00 for each calendar day or delay.
6. The Contractor agrees to perform all Work described in the Contract Documents and comply with the terms herein. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents for the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Total of All Unit Prices: \$ _____ as described more specifically on the Bid Schedule.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 5 & 6 of the General Conditions, estimated quantities are not guaranteed, and payment will be made for actual quantities of accepted Work measured in place.

7. The term "Contract Documents" means and includes the following:

Advertisement for Bids
Instructions to Bidders
Summary of Work
Bid Schedule
Bid Security
Notice of Award
Agreement
Payment Bond
Performance Bond
Notice to Proceed
Contractor's Affidavit
Consent of Surety
Contractor's Release
Certificate of Substantial Completion
Change Order
Definitions
General Conditions
Supplementary General Conditions (if any)
Maps of Roadways
Technical Specifications
Standard Specifications
Special Provisions
Special Attentions
Technical Drawings
Addendum:

No. _____ dated _____ 2022

No. _____ dated _____ 2022

No. _____ dated _____ 2022

No. _____ dated _____ 2022

8. The Owner will pay the Contractor in the manner and at such times as set forth in the Contract Documents such amounts as may be required by the Contract Documents.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In Witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.

OWNER: Town of Amherst

By: _____

Name: _____
(Please type)

(SEAL)

ATTEST: _____

Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

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Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

**Town of Amherst
2 Main Street
Amherst, NH 03031**

Hereinafter called the Owner and unto all persons, firms, and corporations, who or which may furnish labor or materials to perform Work as described under the contract and to their successors, heirs and assigns, in the total aggregate penal sum of _____ dollars (\$ _____), in lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the _____ day of _____ 2022, a copy of which is hereto attached and made a part hereof for:

“Town of Amherst Bid # 07-22, Multi-Road Construction – 2022”

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such Agreement, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the execution of such **WORK**, and

for all labor cost incurred in such Work including subcontractors, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND** and it does hereby waive notice of any such change, extension of time, alterations or additions to the term of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contact with the Principal shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the Contract Documents shall include any alteration, addition, extension or modifications of any character whatsoever.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this _____ day of _____ 2022.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____
Attorney-in-Fact

By _____
Witness to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

**Town of Amherst
2 Main Street
Amherst, NH 03031**

Hereinafter called **OWNER**, in the total aggregate penal sum of _____
Dollars, \$ (_____)

In lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators' successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the _____ day of _____ 2022, a copy of which is hereto attached and made a part hereof for:

“Town of Amherst Bid # 07-22, Multi-Road Construction – 2022”

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER** with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to **WORK** to be performed thereunder of the specifications accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND DOCUMENT**, or the **CONTRACT** shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, this instrument is executed in three counterparts, each one of which shall be deemed an original, this _____ day of _____ 2022.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____
Attorney-in-Fact

By _____
Witness to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

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NOTICE TO PROCEED

Dated _____, 2022

TO: _____
(Insert Name of Contractor as it appears in the Bid Document)

ADDRESS: _____

PROJECT: **“Town of Amherst Bid # 07-22, Multi-Road Construction – 2022”**

CONTRACT: _____ #07-22 _____

You are notified that the Contract Time under the above contract will commence to run on _____, 2022. By that date, you are to start performing your obligations under the Contract Documents and conclude such obligations on or before each date specified under Paragraph 4 and 5 of the Agreement.

Before you may start any Work at the site, under Paragraph 16 **“INSTRUCTIONS TO BIDDERS”** Certificates of insurance shall have been delivered to the Town and maintained through the duration of the Work in accordance with the Contract Documents.

TOWN OF AMHERST

(owner)

By _____

(Authorized Representative)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Contractor)

This _____, 2022

Employee Identification

Number: _____

By _____

(Title)

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CONTRACTOR'S AFFIDAVIT

STATE OF: New Hampshire

COUNTY OF: Hillsborough

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace, Alderman)

In and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized
Representatives of corporate contractor), who being duly sworn according to law

deposes and says that the cost of all the work, and outstanding claims and indebtedness of
whatever nature arising out of the performance of the contract between **THE TOWN OF
AMHERST** and _____ of _____
(Contractor)

Dated _____, 20____ for "**Town of Amherst Bid # 07-22, Multi-Road
Construction – 2022**" and necessary appurtenant installations have been paid in full.

(Individual, Partner, or duly authorized representative of corporate contractor)

(Title)

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

**CONSENT OF SURETY COMPANY
TO
FINAL PAYMENT**

OWNER'S CONTRACT NO.: _____

AGREEMENT DATE: _____

BOND NUMBER: _____

CONTRACT TITLE: Town of Amherst Bid # 07-22, Multi-Road Construction – 2022

To: Town of Amherst, NH _____ (Owner)
2 Main Street
Amherst, NH 03031

From: _____ (Contractor)

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____ (Surety) on the bond of _____ (Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the _____ (Owner) as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 20____.

Surety Company

Signature of Authorized Representative

Attest: (Seal)

Name & Title

Note: Power of Attorney should be attached in instances where same applies.

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____

(Contractor)

of _____, County of _____

and State of _____ does hereby acknowledge that

(Contractor)

has on this day had, and receipt of and from **THE TOWN OF AMHERST** the sum of one dollar and other valuable considerations in full and complete satisfaction and payment of all sums of money owned, payable and belonging to _____

(Contractor)

by any means whatsoever, for on account of a Contract Agreement between the **TOWN OF**

AMHERST and _____ Dated _____ 20____

(Contractor)

for "**Town of Amherst Bid # 07-22, Multi-Road Construction – 2022**".

.

NOW, THEREFORE, the said _____ (for myself,

(Contractor)

my heirs, executors, and administrators) (for itself, its successors, and assigns) do/does by the

presents remise, release, quitclaim and forever discharge the **TOWN OF AMHERST**, of and

from all claims and demands, arising from or in connection with the said contract

dated _____ 2022, and of and from all, and all manner of action and actions,

caused and cause of action and actions, suits, debts, dues, duties, sum and sums of money

accounts, reckoning, bonds, bills, specialties, covenants, contracts, agreements, promises,

variances, damages, judgments, extents, executions, claims and demands, whatsoever in law or

equity, or otherwise, against the **TOWN OF AMHERST** its successors and assigns, which (I, my, heirs, executors, or administrators) (it, its successors, and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors, and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, _____
(Contractor)

Has caused these presents to be duly executed this _____ day of _____, 20__

Signed, Sealed, and delivered in the presence of:

(Individual - Contractor) (seal)

(Partnership – Contractor) (seal)

(Seal) By _____
(Partner)

Attested:

(Corporation)

(Secretary) By _____
(President or Vice President)

(Corp. Seal)

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNERS PROJECT NO: 07-22

Project: **“Town of Amherst Bid # 07-22, *Multi-Road Construction – 2022*”**

.

CONTRACTOR: _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: TOWN OF AMHERST and to: _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the Town of Amherst Department of Public Works and the Contractor, after which the Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____, 20____.

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

The responsibilities between the Town of Amherst and CONTRACTOR for security, operation, safety, maintenance, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

Town of Amherst _____

Contractor _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents

Executed on this the ____ day of _____, 20____

CONTRACTOR accepts this Certificate of Substantial Completion on _____,
20____

(Contractor)

By, _____

AMHERST DPW accepts this Certificate of Substantial Completion on _____,
20____

By, _____
(Town of Amherst)

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Town of Amherst

CHANGE ORDER No. 1

Project: **“Town of Amherst Bid # 07-22, Multi-Road Construction – 2022”.**

Date of Issuance: _____

Owner’s Project Number _____

Contractor: _____

You are directed to make the following changes in the Contract Document:

Description: _____

Specification and/or drawing affected: _____

Justification: _____

Attachments (documents supporting change): _____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____	Original Contract Time _____ (days or date)
Previous Change Orders \$ _____	Net Change from previous Change Orders _____ (days)
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ (days or date)
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order _____ (days)
Contract Price with all approved Change Orders \$ _____	Contract Time with all Change Orders _____ (days or date)

This document will become a supplement to the Agreement and all provisions will apply hereto. The attached Contractor’s Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustments(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:

APPROVED:

APPROVED:

APPROVED:

By: _____

By: _____

By: _____

By: _____

Date

Date

Date

Date

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Definitions

1. Definitions.

- **Addendum** – means, any written or graphic clarification of the Contract Documents, which may modify the Contract Documents either by adding, removing or amending information held within.
- **Agreement** – means the instrument which is evidence of the contract between the Town of Amherst and Contractor performing the Work.
- **Application for Payment** – a form approved by the Director of Public Works and used by the Contractor during the course of work, requesting progress or final payment and accompanied by any supporting documentation which may be required under the Contract Documents.
- **Bid** – means, the offer or proposal from the Bidder submitted on forms provided in the Contract Documents declaring the prices for Work to be performed.
- **Bidder** – means, any person, partnership, company, corporation, or any combination thereof submitting a Bid to contract with the Town of Amherst for the prescribed work.
- **Bidding Documents** – The Bidding Requirements, the proposed Contract Documents, and all Addenda.
- **Bonds** – if required by this document, means bid, performance, and/or payment bond and/or other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- **Change Order** – means, a written agreement between the Contractor and the Town of Amherst for any addition, deletion or revision to the terms and conditions of the original Agreement.
- **Contract** - The entire and integrated written contract between Owner and Contractor concerning the Work.
- **Contract Price** – means, the Unit Price of a specifically described item of Work identified on the Bid Schedule.
- **Contract Time** – the time allowed for completion of the contract including authorized time extensions, if any.
- **Contractor** – means, the person, partnership, company, corporation, or any combination thereof or joint venture contracting with the Town of Amherst for performance of prescribed Work.

- **Delay** – means, an event, action, force, or factor that impacts the timing for performance under the contract, which may be more specifically categorized as follows:
 - Reimbursement Delay – means, an excusable delay for which the contractor may be entitled to additional monetary compensation.
 - Excusable Delay – means, when beyond the contractors control, a delay that is not caused by the contractors fault or negligence for which a contract extension may be granted.
 - Non-Reimbursement Delay – means, an excusable delay to which the contractor may be entitled to an extension of time without the benefit of additional compensation.
 - Non-excusable delay – means, a delay that was foreseeable, and within the control of the contractor for which there is no monetary compensation or extension of contract time.
- **Department** – means, the Town of Amherst Department of Public Works.
- **Differing Site Conditions** – means, identified site conditions, encountered during progression of the Work, which differ from what those conditions contemplated in the original Contract Documents.
- **Drawings** – means, that portion of the Contract Documents which illustrate design dimensions and details of the work to be performed by the Contractor.
- **Flaggers** – Traffic control personnel who shall be ATSSA or equivalent certified. Certification must be current, and contain the Course Name, Date, and Certified Trainer.
- **Engineer** – means, company or individual employed or engaged by the Town of Amherst to advise and/or perform engineering services on behalf of the Town.
- **Equipment** – means, all machinery and equipment together with the necessary supplies for upkeep and maintenance necessary for proper construction and acceptable completion of contract.
- **Erosion Control** – means, various acceptable methods which keep unprotected soils from being moved by stormwater or wind.
- **Extra Work** – means, work not identified in the Agreement, which may be requested by the owner and so authorized by Change Order.
- **Inspector** – means, the Director of Public Works or his designee, including any Engineer employed by the Town of Amherst to design or make inspections of the work.
- **Liens** – Means charges, security interests, or encumbrances upon project funds, real property, or personal property.

- **Limits of Construction** – means, the lines of identified or established right-of-way boundaries and the horizontal limits of the same within which construction is authorized.
- **Materials** – means, any substance specified for use in the construction of the project and its accessories.
- **Notice of Award** – means, formal notification after the Bid is recommended to and is accepted by the Town of Amherst Board of Selectmen.
- **Notice to Proceed** – means, the written document issued by or on behalf of the Amherst Board of Selectmen to the successful Bidder upon execution of Agreement.
- **Owner** – means, The Town of Amherst New Hampshire.
- **Preconstruction Meeting** – means, a mandatory meeting held at a location specified by the Owner and attended by the Contractor, Sub-Contractors, Town Officials and others prior to commencement of Work.
- **Progress Schedule** – means, a timeline, prepared and maintained by the Contractor, describing the sequence and duration of individual tasks or activities comprising the Contractor's plan to accomplish the Work within the Contract time.
- **Project** – means, the full scope of work to be performed under the Contract Documents.
- **Resident Project Representative** – means, the Director of Public Works or any designee assigned to monitor the progression of project Work.
- **Samples** – means, actual examples of materials, equipment or workmanship that are representative of some portions of the Work and which establish the standards by which such portion of the Work will be judged.
- **Schedule of Submittals** – A timeline, prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.
- **Shop Drawing** – means, drawing, diagram, illustrations, or schedule prepared by or on behalf of the Contractor and submitted to the Director of Public Works depicting a particular portion of the Work.
- **Special Provisions** – means, additions and revisions to the Standard and Supplemental Specifications applicable to an individual project.
- **Specifications** – means, a part of the contract documents consisting of written description of a technical nature of materials, equipment, construction systems, standard specifications and workmanship for the performance of prescribed work.

- **Standard Specifications** – means, a publication entitled Standard Specifications for Road and Bridge Construction, as published and amended by the State of New Hampshire Department of Transportation.
- **Subcontractor** – means, an individual, partnership, firm, or combination thereof or joint venture, to which the Contractor sublets any part of the Contract.
- **Substantial Completion** – means, a time when a project has reached the point where in the opinion of the Director of Public Works (or his designee) the Work described within the Contract Document has been sufficiently completed so that the Work can be utilized for the purpose for which it was intended. This may apply to the project as a whole or segments as described.
- **Successful Bidder**—The Bidder to which the Owner makes an award of contract.
- **Superintendent** – means, the Contractor or his authorized representative in responsible charge of the Work.
- **Surety** – guarantee in finance, by one party to assume responsibility for the debt obligation of a borrower if they default.
- **Traffic Control Devices** – means, only signage meeting definitions contained in the Manual on Uniform Traffic Control Devices and approved by the Owner, shall be used to regulate, warn, or guide traffic.
- **Traffic Control Plan** – means, a document submitted by the Contractor to the Owner in advance of actual traffic obstruction caused by the Work for controlling and protecting traffic during the course of construction.
- **Work** – means, all labor, materials and equipment necessary to arrive at the outcome required under the Contract Documents.
- **Workday** – means, any calendar day, except Sundays and Federal Holidays.
- **Working Drawings** – means, temporary cofferdam plans, water diversion structure plans, plans of precast elements to be designed by the contractor, shop fabrications, detour plans, erosion control plans or any other supplementary plans or similar data required of the Contractor to control the Work and its prosecution.
- **Work Hours** – means, actual construction, or work, producing a decibel level above 85db, which for the purposes of this project are limited to the hours of 7:00 AM to 6:00 PM on Workdays, unless otherwise extended by the Owner.
- **Written Notice** – means, any notice to any party of the Agreement relative to any party of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

General Conditions

1. Information found within these Contract Documents shall be the basis for formulating a binding contractual agreement between the Town of Amherst and the Successful Bidder.
2. Contractor shall not take advantage of any apparent errors or omissions in the Contract Documents. If an apparent error or omission is discovered, the Director of Public Works or his designee shall be promptly notified so corrections and interpretations necessary to fulfill the intent of the Contract Documents can be made.
3. Coordination of Contract Documents - Any provisions in any of the Contract Documents, which may be in conflict, shall be subject to the following order of precedence for interpretations:
 - Supplementary General Conditions (if any) will govern General Conditions; and
 - All other conflicts between Contract provisions shall be resolved by the Amherst Director of Public Works, whose determination shall be final.
4. Dig Safe - It shall be the responsibility of the Contractor to notify Dig Safe prior to performing Work under this Contract.

Any underground facilities which may be shown or indicated on the Technical Drawings are generated from information furnished to the Town of Amherst by the facility owner or by others. The Town of Amherst shall not be held responsible for information supplied by others and the Contractor has full responsibility for checking the information for accuracy, coordinating the construction work with facility owners, and accountability for the repair to any damaged facility or equipment.

If the Contract Documents and/or Dig Safe fails to identify and mark any underground facility and the contractor becomes aware of its existence through digging or by other means (except in the case of an emergency as defined in General Conditions Section 19), the Contractor shall stop excavating the area and immediately notify the STRUCTURE OWNER and the Director of Public Works.

5. Description of Contemplated Work – The Contract Documents define the location and extent of Work contemplated and provides corresponding quantity estimates for each item of Work to be performed and materials to be furnished.
6. Quantities appearing on Bid Schedule are estimates only. Payment will be made for actual quantities of accepted Work measured in place.
7. Preparation of Proposal – Bidders are expected to submit unit prices in dollar and cents.

8. Choices - If and when an item of Work identified on the Bid Schedule specifies a choice is to be made by the Bidder, the Bidder shall indicate his/her choice in accordance with the specifications for that item.
9. Preconstruction Conference - Prior to commencement of construction, the Director of Public Works shall arrange for and schedule a preconstruction conference to be attended by the following parties: the Director of Public Works, Engineers representing the Town (if applicable), the Contractor and major Sub-contractors. The preconstruction conference agenda, prepared by the Director of Public Works, will include but not be limited to the following topics: identification of the Superintendent and Inspector, project schedule, communication, provisions for traffic control and work zone safety, submittal and shop drawing procedures, erosion control, payment schedules and record keeping.
10. Stormwater/Erosion Control- The Contractor shall follow all best management practices (BMPs) as outlined in the NHDES Stormwater Manual. Volume 3. BMPs shall include but not be limited to installation of check dams, silt fencing, silt sock, dewatering bags, etc., when required. Additionally, the Contractor shall seed and mulch disturbed areas as soon as possible after stabilization using a quick growing species suitable to the area, such as annual or perennial ryegrass. If temporary seeding cannot be accomplished to have established visible growth by October 15th, disturbed areas shall be covered with not less than two inches of hay mulch for the winter.
11. Communications - Unless otherwise stated, the Director of Public Works shall issue and receive all communications to and from the Contractor on behalf of the Owner.
12. Site Inspections - The Director of Public Works and/or his designee, will make daily visits to the Work area during various stages of construction utilizing his/her experience to observe progress and insure conformance with applicable provisions of the Contract Documents and Technical Specifications.
 - The Town will promptly notify the Contractor if defective Work is found, which may be rejected, requiring correction at the Contractors expense.
 - The Contractor is responsible for notifying the Director of Public Works or his designee prior to the start of each construction phase or portion thereof. If any Work that is required to be inspected, tested, or approved by the Owner is covered without approval to do so by the Director or his designee, the Contractor shall uncover the Work at his/her expense if so ordered.
13. Testing – The Contractor shall engage the services of a qualified independent testing firm, acceptable to the Owner, who shall perform testing for the purposes of confirming materials furnished and installed by the Contractor conform to applicable project specifications. The Contractor shall identify its choice of independent testing firms prior to or at the preconstruction conference. All costs associated with testing shall be paid directly by the Contractor and shall be subsidiary to the Contract Unit Price for each item of work so tested. All test reports prepared on behalf of the Contractor shall be forwarded to the Public Works

Director or his designee directly by the testing firm at the same time as the reports are forwarded to the Contractor. No work for which test results are required under the project specifications shall be placed or accepted, as applicable, until such time as the testing firm has issued a report demonstrating compliance with the project specifications and the Public Works Director or his designee has acknowledged acceptance of that testing report. As a minimum, it is anticipated gradation and compaction testing of all base course materials to be furnished and installed will be required. All testing requirements including testing standards, frequency, and limits of acceptability shall be as identified in the relevant sections of the NHDOT Standards Specifications for each item tested.

14. Asphalt – Unless specifically approved otherwise (by the Director or his designee), the asphalt wearing surface shall be placed within thirty days of the asphalt base coat.
15. Substantial Completion - Upon the Public Works Director's receipt of notification from the Contractor that all or a specified portion of the Work is substantially complete, a walk-through inspection of the Work will be promptly scheduled by the Owner. Walk-through participants will include the Contractor, the Director of Public Works and the Inspector. If after inspection, the Director of Public Works does not find the Work Substantially Complete, the Contractor shall be notified in writing of the deficiencies. If after inspection, the Director of Public Works finds the Work Substantially Complete, a Certificate of Substantial Completion will be issued which may identify a tentative list of items requiring completion or correction prior to Final Completion.
16. Contract Payments - The Contractor shall submit an Application for Payment to the Town of Amherst on or about the fifteenth of each month. Each such Application for Payment shall be submitted to the Public Works Department on a form acceptable to the Director of Public Works together with any supporting documentation requested by the Director. Each Application for Payment shall identify the quantity of Work for which the Contractor seeks payment, with accepted quantities multiplied by the Contract Unit Price for each item of Work to determine application sum. Upon receipt of each Application for Payment, the Director of Public Works and / or the Town's Consulting Engineer shall inspect the Work and if it is determined all Work for which payment has been requested has in fact been completed in accordance with the Contract Documents, the Town will make payment to the Contractor on or within fifteen (15) days of application approval. Until construction is substantially complete as determined by the owner, retainage shall be ten percent (10%) of each monthly payment made to contractor by owner. Upon receipt of payment, the Contractor shall promptly pay each Subcontractor and all Suppliers for Work completed or products furnished at time of payment application.
17. Final Payment - At the completion of all corrective measures listed on the punch list, the Director of Public Works will:
 - Inspect the completed project;
 - Review all load and slip receipts, reconcile estimated contract amounts, change orders, and actual material amounts;
 - Review all labor, material, and equipment bills for which a lien against the Town of Amherst could be filed;
 - Resolve any outstanding property damage such as stonewalls; and

- If any Subcontractor or Supplier (if used) fails to furnish such a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the Town of Amherst to indemnify the Town against any Lien.

If after review, the Director is unable to reconcile the records, written notice will be sent to the Contractor explaining the refusal to make final payment. It shall be the responsibility of the Contractor to make the necessary corrections and resubmit application for final payment.

Once final approval is agreed, retainage shall be reduced from ten percent to two percent which will be held for an additional twelve months.

18. Traffic Control - Nothing contained herein shall be construed as relieving the Contractor of any of his/her responsibilities for the protection of persons and property under the terms of the Contract.

All warning signage, barricades, lights, temporary signals, and other protective devices shall meet the approval of the Amherst Director of Public Works or his/her designee and conform to the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, Traffic Controls for Street and Highway Construction and Maintenance Operations.

All road closures must be approved by the Director of Public Works or his/her designee. Terms and conditions of road closures shall be determined by the Director of Public Works or his/her designee and shall be for working hours only, limited to the hours of 7:00 AM to 6:00 PM on Workdays unless otherwise extended by said Director or his designee.

Provisions shall be made to re-route traffic when road closings are permitted. Adequate advance notice shall be posted along the route at least three working days in advance.

If detour provisions/plans are not made and approved three working days in advance by the Amherst Director of Public Works or his designee, and/or Amherst Chief of Police, all street crossings shall be made in two phases to permit through or cross movement of traffic.

When all parties decide a detour is appropriate, the Contractor is responsible for all MUTCD approved signage and maintenance of signage, both within the construction zone and throughout the detour zone. Signs will be placed at the start of each workday, maintained throughout the workday, and removed at the end of each workday.

Travel lanes through the construction area shall be a minimum of ten (10) feet wide and properly delineated at all times to minimize disturbance of traffic. Trench backfilling must begin as soon as utilities are installed. At no time shall open trenches exceed fifty (50) feet in length.

Traffic control devices shall be properly placed and in operation before starting construction. When work of a progressive nature is involved, such as excavating or

resurfacing the appropriate traffic control devices shall be periodically repositioned in the advanced warning area.

Provisions shall be made for pedestrian access through the work zone. When the Work area encroaches upon a sidewalk, walkway or crosswalk area, protective barriers, together with appropriate warning and guidance devices and signs must be utilized so that the passageway for pedestrians is safe and well defined.

During non-work hours, the construction zone shall be returned to a traveled way whenever possible and properly delineated using best management practices.

Qualified flag persons, or when deemed necessary, uniformed traffic control officer(s), shall be utilized to provide work zone safety as specified by the Director of Public Works and/or the Chief of Police (or his/her designee) shall be tasked with facilitating vehicle and pedestrian access and safety conditions. These services will be required where normal two-way traffic is reduced to one lane and where interference with the normal traffic flow pattern can be expected, such as: equipment working in the construction zone, equipment entering, leaving, or crossing roads. This function may be performed by the Contractor, or hired Sub-Contractor, at the discretion of the Director of Public Works or his/her designee.

The intent is to ensure public safety by using qualified persons for the direction of traffic. If Police are used, their purpose is not to serve as watchmen to protect the Contractor's equipment or materials.

Driveway access will be provided within the work zone whenever street occupancy or construction activities persist for more than one working day.

For the protection of traffic, all equipment and vehicles shall be equipped with and using amber flashing or amber rotating lights visible 360 degrees if in any part of the travel lane.

Before any suspension of work including end of day work, the Contractor shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof for the safe passage of emergency equipment to all properties.

For the purposes of definition, the limits of a construction zone will be the beginning and end of the designated project. Safety equipment shall be worn within the work/construction zone.

19. Federal, State, and Local Laws - The Contractor shall comply with all Federal, State, and Local laws and regulations controlling pollution of the environment. Pollution of streams, lakes, and ponds, with fuels, oils, bitumens, chemicals, suspended silt, or other harmful materials and pollution of the atmosphere from particulate and gaseous matter shall be avoided.
20. Work Construction Plans - Before starting the work or upon request of the Director of Public Works during its progress, the Contractor shall submit to the Director a work plan showing

construction methods and various steps he/she intends to take in completing the work. Prior to commencement of Work, the contractor shall prepare and submit to the Director of Public Works:

- A written Work Schedule with respective dates for the start and estimated completion of segments of Work. Each segment shall be subject to review with adjustments to be made during the progress of the Work; and
- A schedule of payments that the Contractor anticipates will be earned during the course of the Work.

21. Emergencies - When an emergency arises that effects the safety and well-being of employees, residents of the road and/or their property, or the motoring public, the contractor is obligated to prevent threatened damage or such loss and where necessary contact EMERGENCY SERVICES by means of cell phone (or asking a resident for assistance) 911 or 603-673-4900.

The Contractor shall in a timely manner submit application in writing, to the Director of Public Works if the Contractor believes any significant change in the work is caused by the emergency, that the emergency was beyond the Contractor's control, and the contract document requires modification by means of Change Directive or Change Order.

22. Disputes - The Town of Amherst expects to maintain an enjoyable and rewarding relationship with its construction Contractor; however, should a dispute or disagreement occur, the Town expects no work to be delayed pending the resolution of said dispute.

23. Employee Parking - Contractor employee's personal vehicles shall be parked outside the work zone.

24. Scenic Road Status – The roads in this contract are not designated as “Scenic Roads.” Regulations pursuant to RSA 231:157 do not apply.

25. Rock Excavation – A limited volume of Rock Excavation is anticipated to be required for completion of the Work. Given the proximity (in some locations) of residential structures to the Work, the Amherst Public Works Department expects the Contractor, to the fullest extent practicable to complete all Rock Excavation by mechanical means, without use of explosives. To that end, blasting shall not be performed without the express written approval of the Public Works Director.

26. Control of Work and Extent of Open Excavation – The Contractor shall limit the extent of excavation open at any given time during completion of the Work to that needed to reasonably execute the Contract without undue delay. No excavation shall remain open overnight without prior approval of the Public Works Director. Contractor shall properly secure all Work by use of proper barricades, fences, steel plates and other devices which may be necessary to properly protect the public. At no time shall open trenches exceed fifty (50) feet in length.

27. Trench Settlement Period – The Contractor shall schedule the Work such that a minimum of five calendar days elapses between excavation and backfill of travelled way surfaces and the installation of hot bituminous pavement over any areas so excavated.
28. Coordination with Utility Companies – It shall be the Contractor's responsibility to properly coordinate with each applicable utility company relative to any temporary or permanent utility accommodations or relocations required to complete the Work. Costs for this work shall be subsidiary to the Contract.
29. Preparatory Survey Work – Prior to commencement of construction, the Contractor shall establish the line and grade of existing roadway centerline at 50-foot horizontal intervals. The horizontal location and elevation of existing roadway centerline shall be established on temporary off-set stakes installed at or beyond the anticipated limits of work. The Contractor shall also submit elevation measurements at each 50-foot intervals, referenced to either an established or assumed datum, to the Public Works Director for the project record. The Contractor shall control the line and grade of the Work to both maintain the existing roadway centerline and to reconstruct roadways to those elevations specified in the Contract Documents.

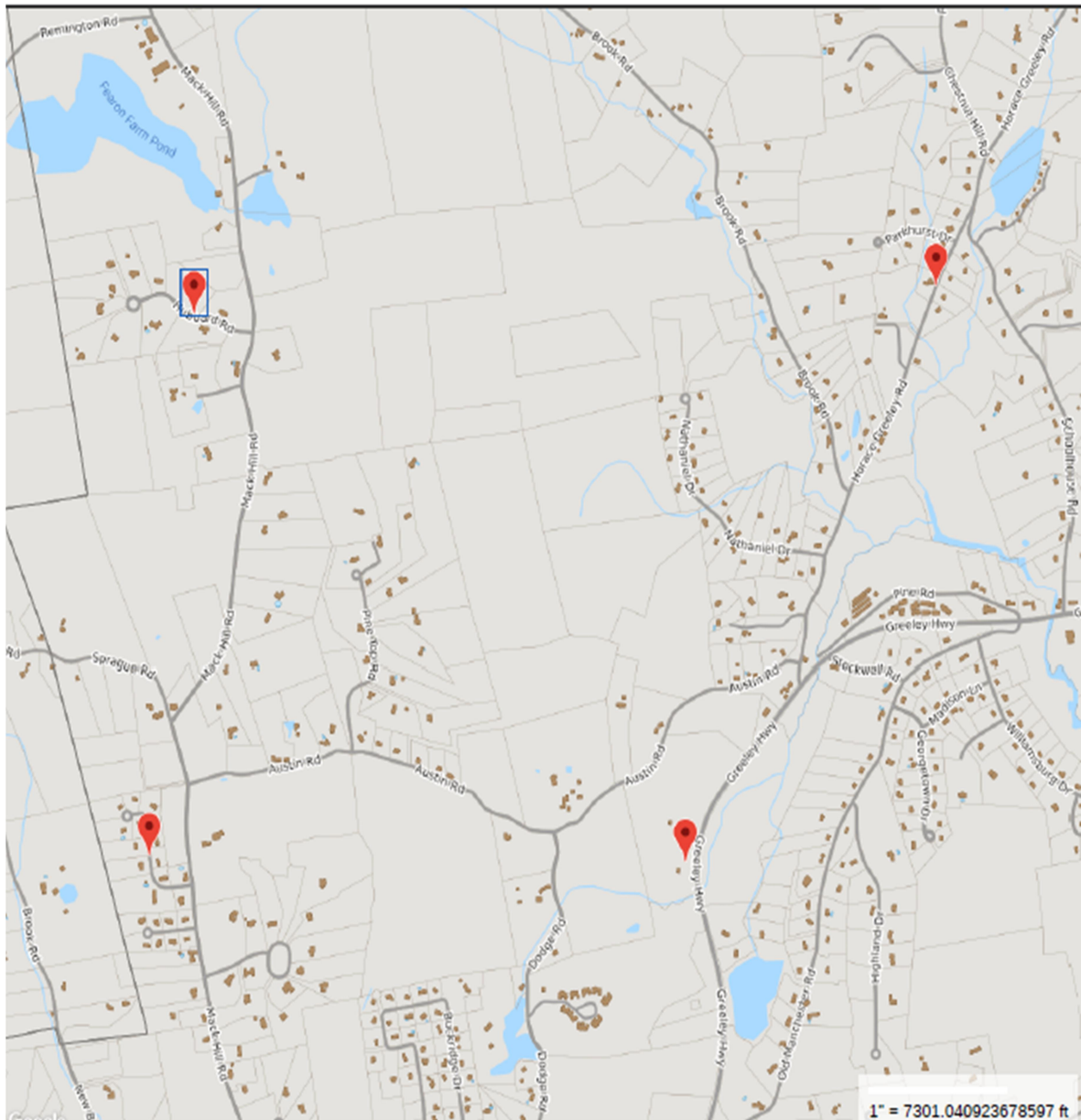
DIVISION 2

ROADWAY MAPS

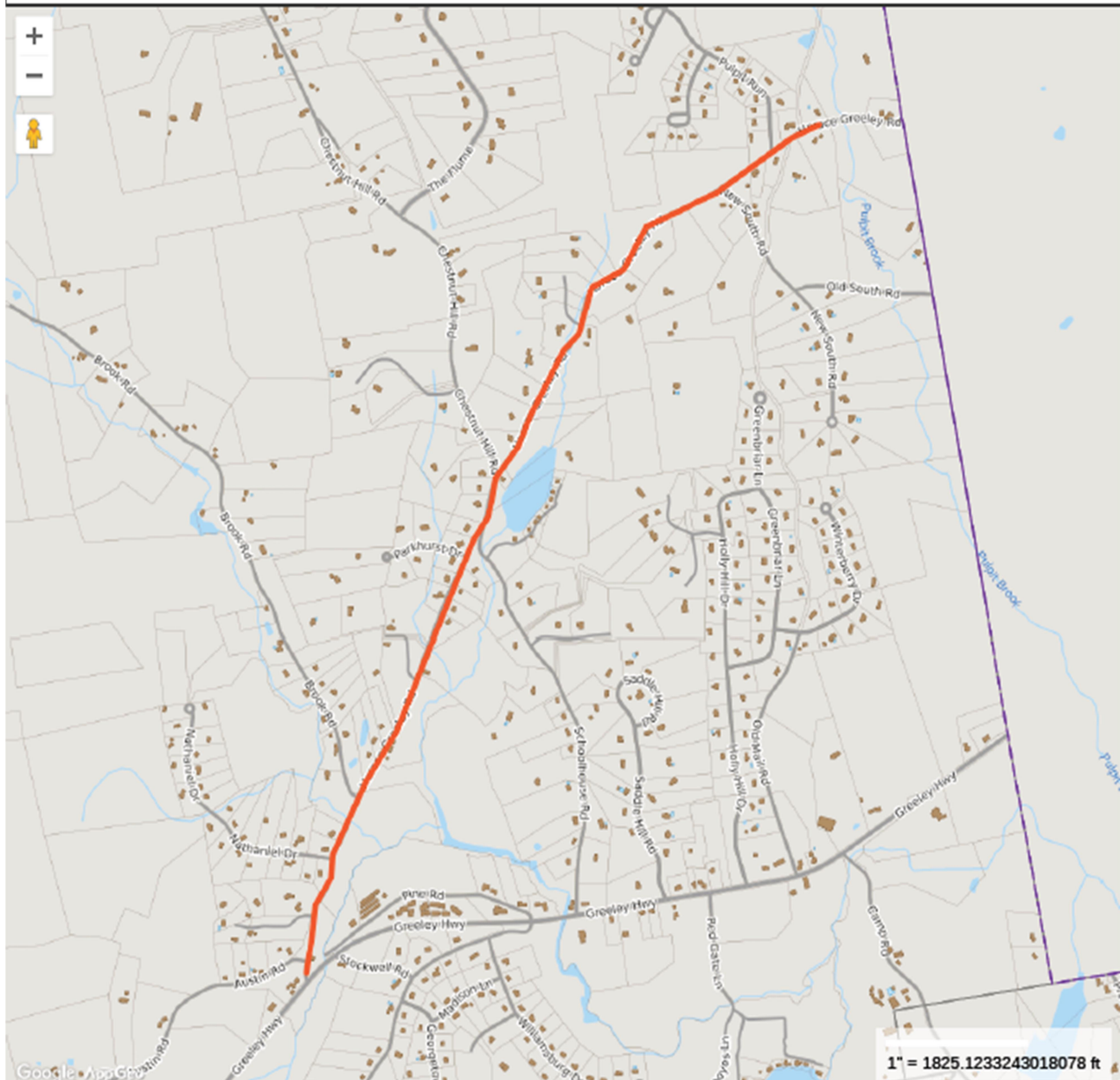
Map #:

- 1) Town-wide projects
- 2) Horace Greeley Rd.
- 3) Transfer Station Parking Lot (260 NH101)
- 4) Hubbard Rd.
- 5) Roberge Dr.

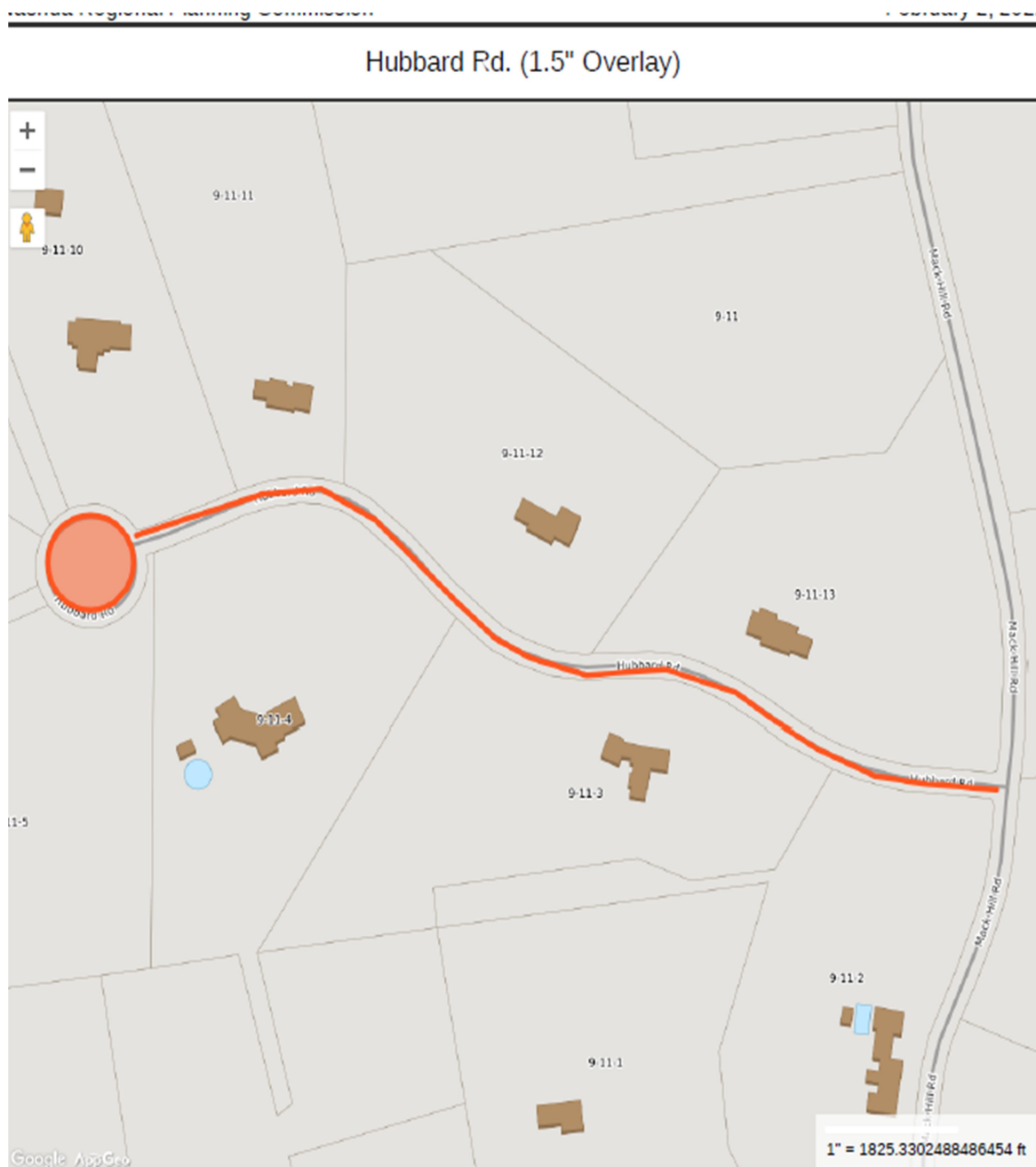
Hubbard Rd., Horace Greeley Rd., Roberge Dr., Transfer Station Parking Lot



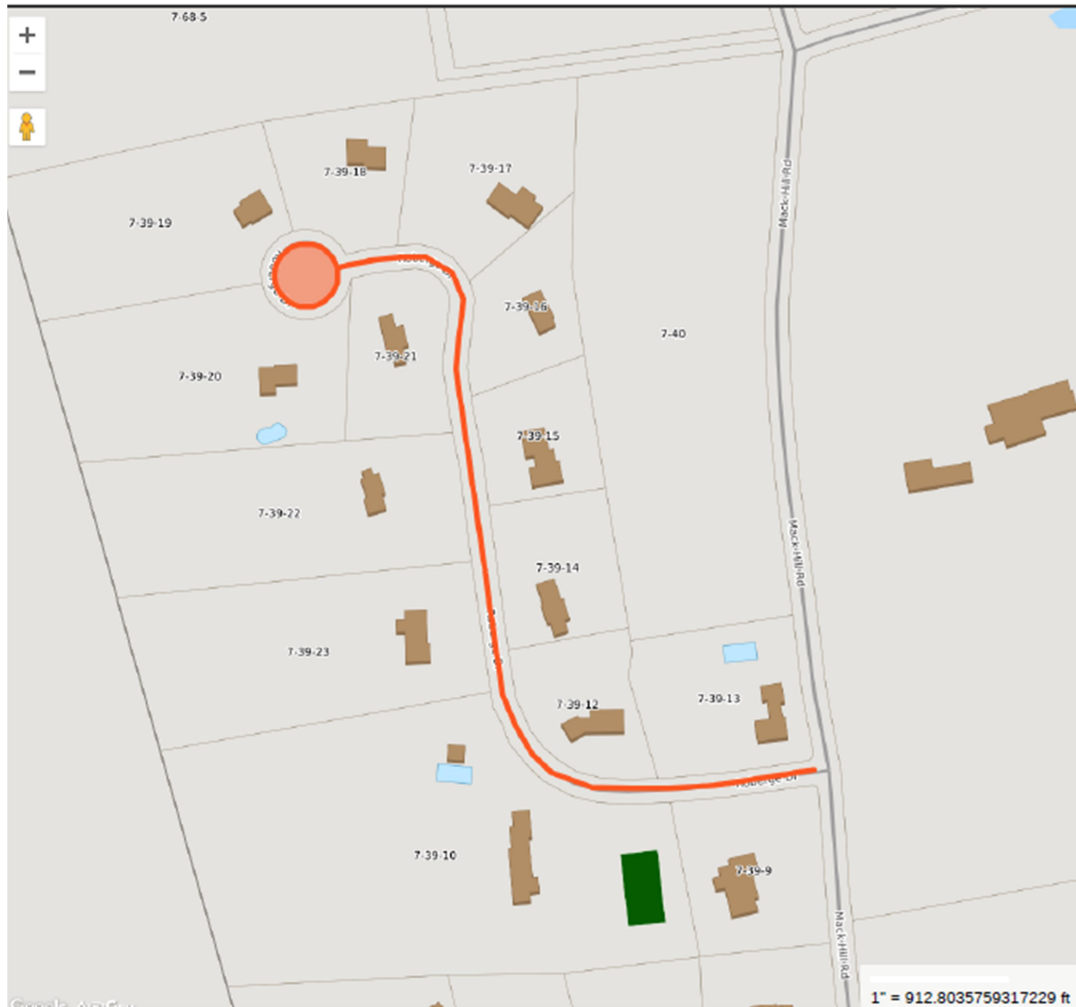
Horace Greeley Rd. (Reclaim, Drainage)







Roberge Dr. (Reclaim, Drainage)



DIVISION 3

TECHNICAL SPECIFICATIONS

Section

03-000	Standard Specifications	REFER TO “STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION”; AS PUBLISHED BY THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION; 2016 EDITION.
03-100	Typical Roadway Sections	

SECTION 03-000

STANDARD SPECIFICATIONS

PART 1 GENERAL

1.01 INCLUSION AND APPLICABILITY

- A. The “Standard Specifications for Roadway and Bridge Construction” as published by the New Hampshire Department of Transportation, 2016 edition referred to as the “Standard Specifications”, are hereby included in these Contract Documents by reference and shall apply to all Work unless amended or deleted by Special Provision and/or Supplemental Specifications or as listed on the Errata Sheet.

All applicable Supplemental Specifications available at the time that the bid is due will be considered part of this contract specification. All Supplemental Specifications are posted on the NHDOT website at:

<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/supplementals/index2016.htm>.

- B. The CONTRACTOR shall obtain at least two copies of the “Standard Specifications” and shall keep one copy in the field office and one copy at the CONTRACTOR’S home office.
- C. All provisions of the “Standard Specifications” shall apply to all Work of the Contract.
- D. Substitute “Director of Public Works” for “Engineer”, “Department”, “State”, “Bureau of Bridge Design”, “Bureau of Materials and Research” or “NHDOT Compliance Review Officer” throughout the specifications.
- E. In the event of conflict between provisions of the “Standard Specifications” and related provisions of these Contract Documents and Technical Specifications, the more restrictive or higher quality provision shall apply; and the Director of Public Works interpretation shall be final.

The NHDOT Standard Plans for Road and Bridge Construction are also considered a part of this contract. It is the contractor’s responsibility to obtain copies of these plans. These plans may also be downloaded, free of charge, from the NHDOT website at <https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/>

PART 2 PRODUCTS

Not Used.

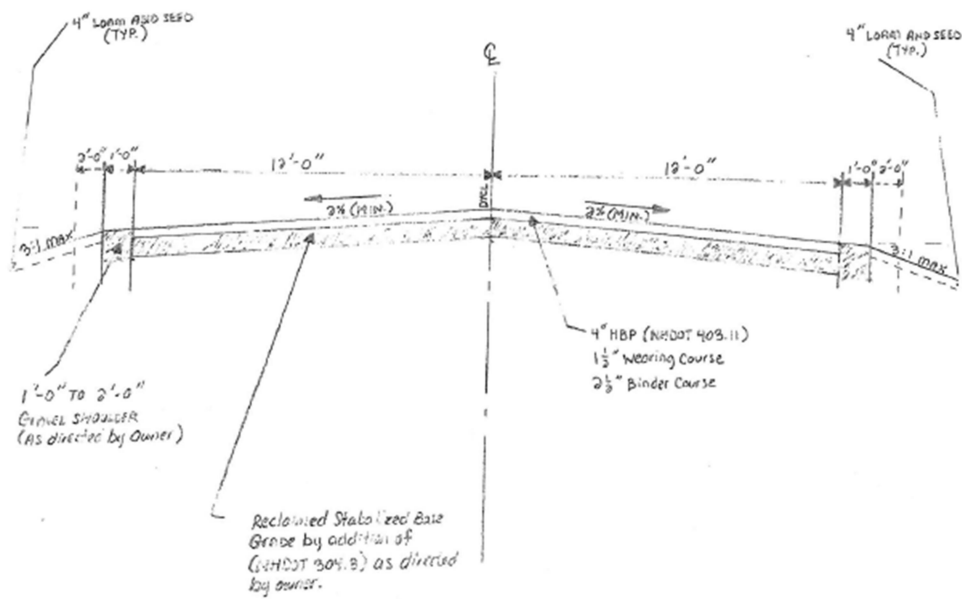
PART 3 EXECUTION

Not Used

END OF SECTION

TYPICAL ROADWAY SECTION (RECLAIM)
 "MULTI-ROAD CONSTRUCTION" - 2022

HORACE GREELEY RD.

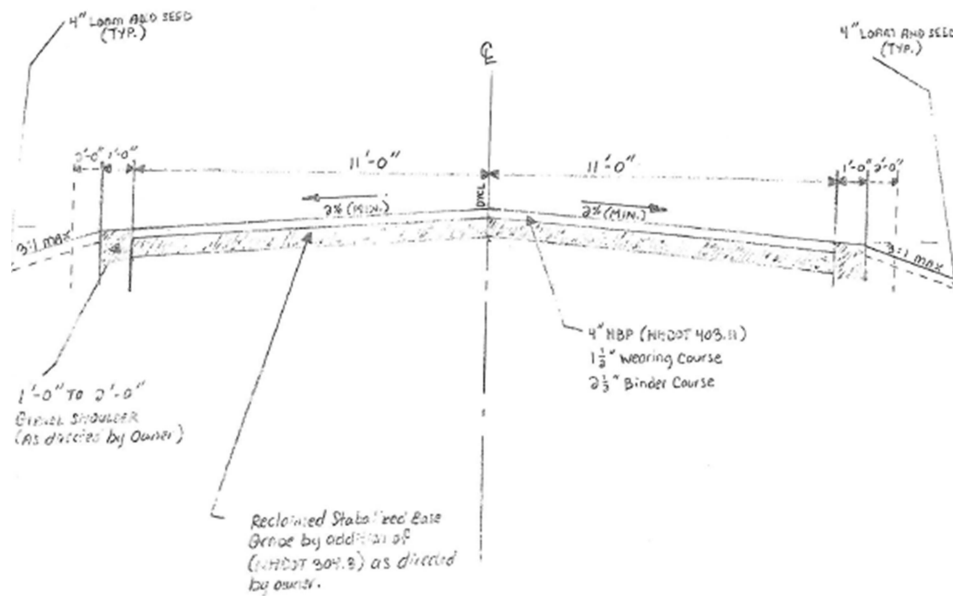


* This drawing is not to scale.

* This drawing represents a typical roadway section however does not necessarily represent the work for all stations.

TYPICAL ROADWAY SECTION (RECLAIM)
 "MULTI-ROAD CONSTRUCTION" - 2022

ROBERGE DR.



* This drawing is not to scale.

² This drawing represents a typical roadway section
 however does not necessarily represent the work for
 all stations.



Construction Observation Report

Project Name:	<u>Horace Greeley Road Pavement Investigation</u>	Project No. :	<u>22-0138</u>
Location:	<u>Amherst, NH</u>	Date:	<u>2/10/2022</u>
Client:	<u>Town of Amherst, NH</u>	S.W.COLE Rep. :	<u>S. Shanley</u>
Client's Rep.:	<u>Eric Slosak</u>	Arrived on Site:	<u>8:00 AM</u>
Contractor:	<u>N/A</u>	Left Site:	<u>1:00 PM</u>

General Observations and Discussions:

- S. Shanley & K. Trudell cut and extracted 4 inch diameter cores at 12 locations along Horace Greeley Road.
- It was observed that the asphalt mixtures consisted of multiple layers of 3/8" minus (or smaller) aggregate materials with some of the lower layers have small amounts or coarse aggregate

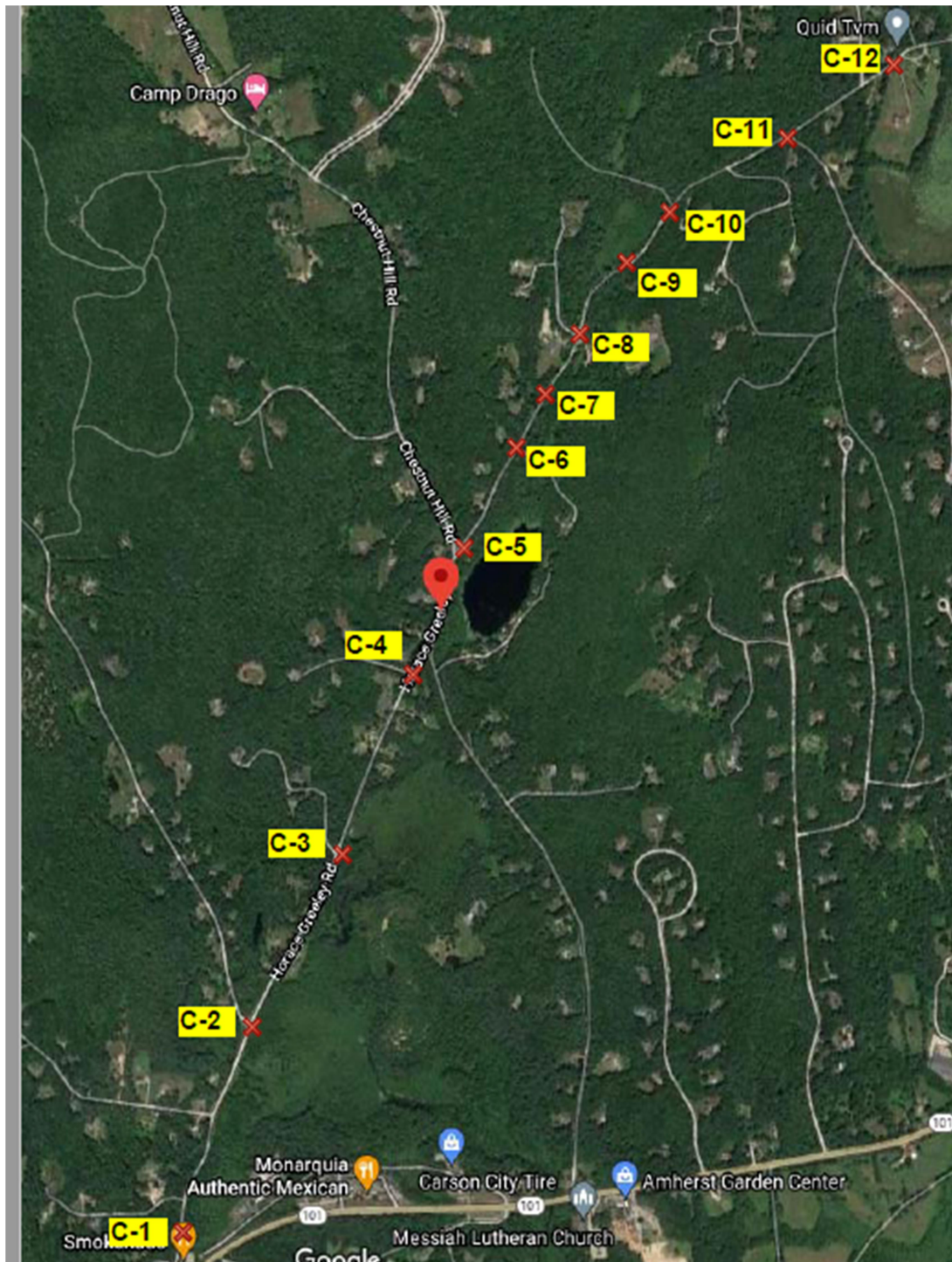
- Thicknesses of the cores extracted are as follows:

Core No.	Location	Thickness (inches)	Comments
C-1	50' +/- from Rt. 101	4.1	
C-2	Int. of Brook Rd.	5.6	
C-3	Int. of Belmont	5.7 +/-	2.7" recovered, additional 2-3" of deteriorated pavement below
C-4	Int. of Parkhurst	7.0	
C-5	Int. of Chestnut Hill	5.1	4.4" recovered, additional 1-1.5" of deteriorated pavement below
C-6	Int. of Damon Pond Rd.	6.6	
C-7	Between Damon Pond Rd & Huckabee Farm Rd.	6.7	
C-8	Int. Huckabee Farm Road	7.2	
C-9	Between Huckabee Farm Rd. & Huckabee Trail Head	8.7	
C-10	Int. of Huckabee Trail Head	5.6	
C-11	Int. New South Road	5.7	
C-12	50' S of new pavement joint near Pulpit Brook Bridge	6.7	

Attachments: Approximate Core Locations

Reviewed by: _____

The S.W.COLE field representative is on-site at the request of our client to provide construction materials testing and to observe and document construction activities. The contractor has sole responsibility for schedule, site safety, methods, completeness and quality control.



DIVISION 4

SPECIAL PROVISIONS

Section

04-201	Clearing and Grubbing
04-203	Excavation and Embankment
04-304	Aggregate Base Courses
04-570	Stone Masonry
04-604	Catch Basins, Drop Inlets, and Manholes
04-608	Sidewalks
04-670	Miscellaneous Incidentals

SECTION 04-201

SPECIAL PROVISION

AMENDMENT TO SECTION 201 - CLEARING AND GRUBBING

ITEM 201.52 – TRIMMING OF TREES

ADD TO METHOD OF MEASUREMENT:

4.6 Trimming of trees will be measured per hour of on-site work completed. Travel to and from the site will not be measured.

ADD TO BASIS OF PAYMENT:

5.7 The accepted quantity of trimming of trees will be paid for at the Contract Price per hour of on-site work completed.

ADD TO PAY ITEMS AND UNITS:

	Trimming of Trees	Hour
201.52		

END OF SECTION

SECTION 04-203

SPECIAL PROVISION

AMENDMENT TO SECTION 203 - EXCAVATION AND EMBANKMENT

ITEM NO. 203.2 – ROCK EXCAVATION

AMEND DESCRIPTION:

Add 1.3 to read “All rock excavation under this contract shall be performed by mechanical means unless specifically authorized by the public works director.”

ITEM NO. 203.601 – EMBANKMENT-IN-PLACE

ADD TO BASIS OF PAYMENT

5.1.10 The accepted quantity of embankment-in-place will be paid for at the Contract unit price per cubic yard complete in place.

ADD TO PAY ITEMS AND UNITS:

203.601	Embankment-In-Place	Cubic Yard
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ITEM NO. 203.9 – ROADWAY DITCHING

ADD TO DESCRIPTION:

1.3 Roadway ditching shall include maintenance of existing roadway ditches or excavation to create new roadway ditches within the right-of-way as ordered by the Town.

ADD TO CONSTRUCTION REQUIREMENTS:

3.14 Roadway ditching shall be completed where ordered by the Town to improve roadway drainage. The general limits of ditching are 4' to 6' beyond the gravel shoulder and 4" to 6" below existing grade. Final stabilization and vegetation of the ditch shall be paid for under Item 646.51, Turf Establishment with Mulch, Tackifiers and Loam.

ADD TO METHOD OF MEASUREMENT:

4.13 Roadway ditching shall be measured per day as ordered. A day shall be 11 hours per the work hours as defined in the contract. Partial days shall be measured as the total number of hours worked divided by 11 hours.

ADD TO BASIS OF PAYMENT:

5.14 The accepted quantity of Roadway Ditching will be paid for at the contract unit price per day.

ADD TO PAY ITEMS AND UNITS

203.9	Roadway Ditching	Day
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END OF SECTION

SECTION 04-304

SPECIAL PROVISION

AMENDMENT TO SECTION 304 - AGGREGATE BASE COURSE

ITEM NO. 304.301 – Crushed Gravel

ITEM NO. 304.401 – Crushed Stone (Fine Gradation)

ADD TO METHOD OF MEASUREMENT:

4.5 Crushed Gravel and Crushed Stone (Fine Gradation) will be measured by the cubic yard of compacted materials placed within the limits shown on the plans.

Add to Basis of Payment

5.4 The accepted quantity of Crushed Gravel and Crushed Stone (Fine Gradation) will be paid for at the Contract unit price per cubic yard complete in place.

ADD TO PAY ITEMS AND UNITS:

304.301	Crushed Gravel	Cubic Yard	
304.401	Crushed Stone (Fine Gradation)		Cubic Yard

END OF SECTION

SECTION 04-417

SPECIAL PROVISION

AMENDMENT TO SECTION 417 – COLD PLANING BITUMINOUS SURFACES

ITEM NO. 417.1181 – Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep

ADD TO DESCRIPTION:

1.3 This work shall also consist of cold planing existing driveway aprons prior to wearing course pavement installation.

ADD TO METHOD OF MEASUREMENT:

4.3 Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep will be measured by the linear foot complete in place.

ADD TO BASIS OF PAYMENT:

5.4 The accepted quantities of Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep will be paid for at the contract unit price per linear foot complete in place.

ADD TO PAY ITEMS AND UNITS:

417.1181	Cold Planing Bituminous Surfaces, 18” Wide x 1” Deep	LF
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END OF SECTION

SECTION 04-570

SPECIAL PROVISION

AMENDMENT TO SECTION 570 - STONE MASONRY

ITEM NO's. 570.412, 570.415, 570.418, 570.424, 570.430 & 570.436

AMEND METHOD OF MEASUREMENT:

Delete 4.1 through 4.3 as written and write a new 4.1 to read "The accepted quantity of mortar rubble masonry headwalls of the size and class specified shall be measured per each".

AMEND BASIS OF PAYMENT:

Delete 5.1 through 5.3 as written and write a new 5.1 to read "Mortar rubble masonry headwalls of the size and class specified shall be paid at the contract unit price per each."

AMEND PAY ITEMS:

Delete pay items and units as written and replace with:

570.412	MRM Headwall 12" Pipe	Each
570.415	MRM Headwall 15" Pipe	Each
570.418	MRM Headwall 18" Pipe	Each
570.424	MRM Headwall 24" Pipe	Each
570.430	MRM Headwall 30" Pipe	Each
570.436	MRM Headwall 36" Pipe	Each

END OF SECTION

SECTION 04-604

SPECIAL PROVISION

AMENDMENT TO SECTION 604 – CATCH BASINS, DROP INLETS, AND MANHOLES

ITEM NO. 604.4 – Reconstructing/Adjusting Catch Basin and Drop Inlet

AMEND METHOD OF MEASUREMENT:

Delete 4.2 and add:

4.2 Reconstructing/adjusting catch basins, drop inlets, or manholes will be measured by the number of units reconstructed or adjusted.

AMEND BASIS OF PAYMENT:

Delete 5.2 and add:

5.2 The accepted quantities of reconstructed/adjusted catch basins, drop inlets, and manholes will be paid for at the Contract unit price per unit complete in place, including reinstalling existing frames and grates or covers.

ADD TO PAY ITEMS AND UNITS:

604.4	Reconstructing/Adjusting Catch Basin and Drop Inlet	Unit
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END OF SECTION

SECTION 04-608

SPECIAL PROVISION

Sidewalks

ITEM NO. 608.4

DESCRIPTION:

Add 1.0 to read “This work shall consist of removing, storing, and resetting brick and stone pavers encountered in the work as shown or ordered by the owner.”

CONSTRUCTION REQUIREMENTS:

Add 2.0 to read “Brick and stone pavers shall be reset on a prepared aggregate sub grade having not less than 10-inches of compacted thickness and at a line and grade matching both the limits of work and finished roadway surface. Brick and stone pavers damaged by contractor shall be replaced in-kind”

METHOD OF MEASUREMENT:

Add 3.0 to read “Accepted quantity of Reset Brick and Stone Pavers shall be measured per the square foot to the nearest 0.1 of a square foot.”

AMEND BASIS OF PAYMENT:

Add 4.0 to read “Accepted quantity of Reset Brick and Stone Pavers shall be paid for at the contract price per square foot complete in place and shall include all labor, handling, and storage.”

PAY ITEMS:

Add the following item:

608.4	Reset Brick and Stone Pavers	Square Foot
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END OF SECTION

SECTION 04-670

SPECIAL PROVISION

MISCELLANEOUS INCIDENTALS

ITEM NO. 670.066 & 670.0661

DESCRIPTION:

- 1.1 This work shall consist of installing relocated mailboxes or new mailboxes furnished by others on new mailbox support assemblies at location on the plans or as ordered by the Director of Public Works or his/her designee.”
- 1.2 The Contractor shall contact the United States Post Office for any additional requirements regarding postal delivery.
- 1.3 The Contractor shall refer to Town of Amherst policy 19-001, titled “Town of Amherst Winter Operations,” for required installation specifications.

MATERIALS:

- 2.1 Wood posts shall be 4 inch by 4 inch nominal conforming to Section 568.

CONSTRUCTION REQUIREMENTS:

- 3.1 The Contractor shall satisfactorily protect all mailboxes and maintain them in accessible locations throughout the construction period.
- 3.2 Contractor shall install the mailbox support assemblies and mailbox at locations and in accordance with Town of Amherst policy 19-001, titled “Town of Amherst Winter Operations.”
- 3.3 “Details shown in Town of Amherst policy 19-001, Appendix A, titled “Town of Amherst Winter Operations,” shall serve as a guide in meeting minimum requirements.

METHOD OF MEASUREMENT

- 4.1 Single or double mailbox support assemblies will be measured by the number of complete assemblies (post) installed.
- 4.2 Multiple mailboxes support assemblies will be measured as a single unit. This unit shall include all materials and labor required to install the complete support assembly (post) and mailboxes specified.

BASIS OF PAYMENT

- 4.1 Single or double mailbox support assemblies will be paid for at the contract unit price per each as specified, complete in place.
- 4.2 Multiple mailboxes support assemblies will be measured as a single unit. This unit shall include all materials and labor required to install the complete support assembly (post) and mailboxes specified.

Horace Greeley Rd., Roberge Dr., Hubbard Rd., Transfer Station, 2022
Amherst, New Hampshire 03031
Special Provisions

PAY ITEMS AND UNITS:

670.066	Mailbox Support Assemblies	Each
670.0661	Multiple Mailboxes Support Assemblies	Each

END OF SECTION

DIVISION 5

SPECIAL ATTENTIONS

Section

Errata Sheet

Invasive Species

W-Beam Guardrail Height (06/11/20)

Asphalt Cement Adjustment and Asphalt Cement Adjustment for Emulsion

SA

03/21/18

SSD: 03/01/16, 06/10/16, 6/11/16, 06/27/16, 08/03/16, 10/31/16, 11/28/16, 06/19/17, 11/30/17

Page 1 of 3

SPECIAL ATTENTION

ERRATA SHEET

The following table is a list of corrections to the 2016 *Standard Specifications for Road and Bridge Construction*, as of the date of this Proposal.

Section	Description	Correction	Date
<i>DIVISION 100</i>			
104.03	Maintenance of Traffic	Amend 'winter work suspensions' in 104.03 to read 'Winter Suspension'.	06/07/07
<i>DIVISION 200</i>			
<i>DIVISION 300</i>			
<i>DIVISION 400</i>			
<i>DIVISION 500</i>			
		Insert the following footnotes under Table 520-1A:	
		¹ See 3.1.6 TESTING	
		² For mixes containing fly-ash, silica fume, slag, or any other pozzolanic or cementitious material, the water/cement ratio of the concrete mix shall be based on the water cementitious (cement + pozzolanic or cementitious material) ratio of the mix. This water to cementitious ratio shall not exceed those listed in Table 1A. The maximum water/cement ratios listed for Concrete Class B and T are for design purposes only.	
520	Classes of Concrete	³ Deck Overlays. ⁴ <u>Maximum</u> 84 day Compressive Strength for Flowable Fill, Excavatable shall not exceed 200 psi.	06/11/16
		⁵ These are recommended values that may be used as a starting point for a mix design that has shown ability to meet the requirements. The amount of cement shall be adjusted and fly-ash or ground granulated blast furnace slag shall be used provided the mix design meets the minimum and does not exceed the maximum compressive strength in accordance with 2.11.1.	
		⁶ Target values shown are for mix design approval only and are not intended for use as quality control or quality assurance requirements.	

Section	Description	Correction
520	Classes of Concrete – Performance Requirements (QC/QA)	Amend the title of <i>Table 420-1B - Class of Concrete – Performance Requirements (QC/QA)</i> to <i>Table 520-1B - Class of Concrete – Performance Requirements (QC/QA)</i> .
		Amend 528.2.9.1 to read: <i>Grout for shear keys shall be an approved grout as listed in Section 528A of the Qualified Products List.</i>
528	Shear Key Grout for Butted Beams	Amend 528.2.9.2 to read: <i>For testing, 3 neat 2" cubes shall be molded and cured in accordance with AASHTO T 106 (ASTM C 109). The average compressive strength of the 3 cubes at 7 days shall be a minimum of 6000 psi.</i>
528	Installation of Deck Panels	Replace last sentence of 528.3.22.6.4 to read: <i>If leveling screws are used, they shall be completely removed and the holes filled with grout listed in Section 528A of the Qualified Products List prior to placement of deck concrete.</i>
550	PTFE Surfaces for Bearings	Amend the first sentence of 550.2.10 to read: <i>PTFE for use in expansion bearing assemblies shall be 100 percent virgin (unfilled)</i> <i>polytetrafluoroethylene polymer...</i>
550	Anchor Rods	Amend 550.3.15.4.1 to read: <i>Anchor rods shall be set in one of the following materials:</i> <i>(a) Non-shrinking, non-ferrous, cement-base grout listed in Section 550A of the Qualified Products List. This grout shall be used only when both the temperature of the masonry and the ambient temperature are kept at 40 °F or above until the grout has cured.</i> <i>(b) Sulfur.</i>
550		Amend the first sentence of 550.3.15.4.2 to read: <i>Non-shrinking, non-ferrous, cement base grout shall be a product as included in Section 550A of the Qualified Products List.</i>
550		Amend 4.1 to read: <i>Bridge rail, of the type specified, will be measured by the linear foot to the nearest tenth of a foot.</i>
563	Bridge Rail	
DIVISION 600		Amend 606.2.8.2 to read: <i>Grout for anchoring the pipe posts shall be High Strength, Impact Resistant, Non-shrink Grout as included in Section 528A of the Qualified Products List.</i>
606	Handrail	

	Temporary Impact Attenuators	Amend in 606.2.10.2 the reference to 2.12.4 to 2.10.4.	11/28
606	Repair of Hardened Concrete	Amend in 606.3.7.12.A the reference to <i>Fast Set Non-shrink Patching Mortar</i> to <i>Rapid-Hardening Patching Material.</i>	03/21
609	Curbing	Amend the 2 nd sentence of 609.2.5 to read: <i>The non-shrink, non-metallic grout shall be a product as included in Section 550A of the Qualified Products List.</i>	06/10
609	Curb anchors	Amend 609.3.1.5.1 to read: <i>Curb anchors shall be set and grouted using non-shrink, non-metallic grout as shown on the plans.</i>	06/10
621	Delineators	Add the following to the end of 621.3.1.3: <i>Grout shall be as listed in Section 550A of the Qualified Products List or as directed by the Engineer.</i>	06/10
632	Pavement Markings	Amend the AASHTO reference in 3.2.3.1 to read: <i>AASHTO M248 Type F</i>	
<i>DIVISION 700</i>			
707	Cement Mortar	Amend 2.3 to read: <i>Testing for impurities shall comply with AASHTO T 21. Results that are darker than the standard shall be cause for rejection, except as provided in 2.3.1.</i> Amend 2.3.1 to read: <i>Sand for mortar not conforming to 2.3 shall be tested in accordance with AASHTO T 71 and shall meet the requirements of 5.2.3 of AASHTO M 45.</i>	

END OF SECTION

SPECIAL ATTENTION **INVASIVE SPECIES**

The statutory authority of NH Department of Agriculture RSA 430:55 and NH Department of Environmental Services RSA487:16-A prohibits the spread of invasive plants listed on the NH Prohibited Species list. Construction activities should avoid impacting areas containing invasive plant species in order to avoid spreading these plants to new sites. If invasive plants cannot be avoided, then the following suggested best management practices (BMPs) should be incorporated into all projects. These BMPs have been summarized from the NHDOT manual “Best Management Practices for Roadside Invasive Plants.”

Earthwork:

- If invasive plant life is suspected, notify the Amherst Director of Public Works (or his designee) immediately.
- Minimize soil disturbance whenever possible outside the limits of excavation.
- Stabilize disturbed soils by seeding and/or using mulch, hay, rip-rap, or gravel that is free of invasive plant material.
- Materials such as fill, loam, mulch, hay, rip-rap and gravel should not be brought into project areas from sites where invasive plants are known to occur.

Movement of equipment:

- Equipment movement should be from areas not infested by invasive plants to areas infested by invasive plants whenever possible.
- Staging areas should be free of invasive plants to avoid spreading seeds and other viable plant parts.

Removing vegetation:

- In areas where invasive plants will be impacted by construction activities, vegetation should be cut or removed prior to seed maturation (approximately August 1st)
- These invasive plants have the ability to sprout from stems and root fragments: Purple loosestrife, Phragmites, and Japanese knotweed. Mowing these plants should be avoided. When these plants are cut by other means, all plant material must be destroyed, and extra care should be taken to avoid spreading plant fragments
- Equipment used to cut or remove invasive plants should be cleaned at least daily, as well as prior to transport.

The NHDOT manual “Best Management Practices for Roadside Invasive Plants” and supporting fact sheet documents are available on line at www.nh.gov/dot/org/projectdevelopment/environment/documents.htm or through the NHDOT Records Section (603-271-1601).

END OF SECTION

January 15, 2016

SPECIAL ATTENTION

W-BEAM GUARDRAIL

There may be situations where standard beam guardrail, set at 31 inches high as required by the mid-splice guardrail system, will need to be connected to beam guardrail terminals that have only been crash tested at 27 inches high or bridge approach units that are designed at 27-inches high. This may reflect an existing or new installation. Similarly, new standard beam guardrail may be connected to existing beam guardrail that is not at the 31-inch height as stated above. In those circumstances, transition the height of the new standard beam guardrail over 50 feet to connect to the existing rail, terminal unit, or bridge approach unit (transition will be subsidiary to 606 Items).

Set the EAGRT heights according to the manufacturer's recommendation, as accepted under the Manual for Assessing Safety Hardware (MASH) - 2016 criteria. All other terminals, including but not limited to, ELT, MELT, and the CRT, shall be set at the crash acceptance height of 27-inch unless otherwise accepted under crash test acceptance for a higher height.

END OF SECTION

June 11, 2020

SPECIAL ATTENTION

ASPHALT CEMENT ADJUSTMENT AND ASPHALT CEMENT ADJUSTMENT FOR EMULSION

Bid items involving asphalt concrete mixtures containing asphalt cement may be subject to a price adjustment. Only the asphalt portion of asphalt-rubber cement will be eligible for price adjustment. The adjustment will take effect when the monthly price for asphalt cement as furnished by the Bureau of Materials and Research differs from the base price contained in the proposal. Affected Sections and formulas are detained below.

The base price* of asphalt cement for this Contract is \$625.00 per ton.

* Source: The base price is developed from data published in the *Asphalt Weekly Monitor*, a publication from Poten and Partners. Inc. (Applies to contracts advertised after January 1, 2012)

The **monthly price** of asphalt cement will be furnished by the Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

The contract prices of Hot Bituminous Pavement, Recycled Bituminous Pavement and Plant Mix Surface Treatment will be paid under the respective items in the contract. The price adjustment, as provided herein, upwards or downwards, will be made at the end of each month in which the work was accomplished as follows:

Item 403.11023, HBP-3/4" Base Mix, Machine Method
Item 403.11043, HBP-1/2" Surface Mix, Machine Method
Item 403.12, HBP-Hand Method
Item 403.18, HBP-Leveling Course

The price adjustment will be based on the percent of virgin asphalt cement stated in the Approved Mix Design containing the maximum percentage of reclaimed asphalt pavement. In the event of breakdown or unforeseen circumstances other than weather, an Approved Virgin Mix Design may be used. The price adjustment will then be based on the total percent of virgin asphalt cement in that approved design

A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt cement] X [tons of pavement used].

When no item for Asphalt Cement Adjustment is included in the contract no adjustments will be made.

Item 1010.2	Asphalt Cement Adjustment ₁	Dollar
Item 1010.21	Asphalt Cement Adjustment for Emulsion ₁	Dollar

₁ Not a bid item

END OF SECTION